



AGENDA

BOARD OF MAYOR AND ALDERMEN REGULAR WORK SESSION

**Monday, January 12, 2009
Council Room — City Hall
4:30 p.m.**

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman Valerie Joh
Vice Mayor Benjamin K. Mallicote
Alderman Charles K. Marsh, Jr.

Alderman Larry Munsey
Alderman Patrick W. Shull
Alderman Jantry Shupe

Leadership Team

John G. Campbell, City Manager

J. Michael Billingsley, City Attorney
Tom Bowman, Leisure Services Director
Jim Demming, City Recorder/CFO
Craig Dye, Fire Chief
Jeff Fleming, Asst. City Manager, Development Services

Chris McCartt, Assistant to the City Mgr.
Ryan McReynolds, Public Works Director
Gale Osborne, Police Chief
Tim Whaley, Community and Gov't Relations Director

1. Call to Order
2. Roll Call
3. Work Session Tickler
4. Update from Dr. Locke on Higher Education in Kingsport
5. Review of Items on January 13, 2009 Regular Business Agenda
6. Review of FY'08 Audit – Larry Munsey, Chad Kisner
7. Selection of Art Work for RCHP and KHEC – Bonnie MacDonald
8. Proposed New Grant Policy and Grant Status Review – Tim Whaley
9. Adjourn

Citizens wishing to comment on agenda items, please come to the podium and state your name and address. Please limit your comments to five minutes. Thank you.



Work Session Tickler January 12, 2009

City Departments

Public Works

Energy Efficiency Measures

Ryan McReynolds Updated January 7, 2009

Presentation was given to the BMA at the October 6th Work Session. Staff and ESG are continuing to monitor progress and fine tune the HVAC controls.

Engineering

Gibson Mill Road Realignment: Hank Clabaugh, Updated January 8, 2009

The recent rainy weather and holidays have delayed work. However, the contractor still believes they are on schedule to complete the project in contractual time limits.

Rough grading on the road beds is practically complete. Approximately 80% of the utilities have been installed. The current central focus of the project is constructing the walls; abutments; and pier bases for the new bridge. It is anticipated that construction on the micro piles and bridge footers will be poured in early February.

Thomas Construction Co. is the contractor.

The notice to proceed date for both contracts was November 3, 2008 and the final completion for both projects is September 4, 2009.

Netherland Inn Bridge

Gary Dault

Updated December 11, 2008

The bridge rail is about 75% complete. Weather the past few weeks has hindered progress, but it is still anticipated that the bridge portion of the project will be complete by January.

Water/Sewer

Automated Meter Reading

Chad Austin

Updated January 9, 2009

Approximately 6,740 meters have been changed out thus far. Twenty four routes (of 128) are substantially complete. Testing for data collection is underway and going well.

Approximately 550 leak detectors have been installed.

Transportation (MPO)

Netherland Inn Bank Barn

Bill Albright

Updated January 7, 2009

Exterior Work is nearing completion. Remaining interior work includes hanging doors, additional electrical / fixtures, trim, stairways, and flooring. Power should be turned on within a few days. Project completion date is estimated to be in late February (weather permitting for landscaping and final exterior work). New photos attached.



Special Projects

Higher Education Center

Jeff Fleming

Updated January 8, 2008

Structural steel erection is complete and the exterior wall stud framing is underway. The 2nd and 3rd floor slabs have been poured and the 2nd floor interior partitions are underway. The framing for the new roof solar panels has been installed, and roof decking is underway. The 1st floor foundation walls are complete and the slab on grade is scheduled to pour this week.

Wayfinding

Jack Qualls

Updated January 9, 2009

Corbin Design presented to the Wayfinding Team on Wednesday December 10, the first document draft. The presentation included an analysis of existing vehicular signage Kingsport currently has implemented in the past. They presented for review objectives and a destination list the Wayfinding signage once installed will address. This program is to enhance the visitors experience to Kingsport and provide them with navigable confidences as they travel throughout the City. This analysis also included electronic GPS navigation analysis and emphasized the importance of having a City signage system that is consistent. Another objective explained the need for hierarchy of sign types such as trailblazer signs. For example once a vehicle has gone through the Gateway signs the trailblazer sign allows the driver to see they have arrived at another destination such as downtown. Other sign types would also be needed at pedestrian levels to guide visitors through the City once they are out of their cars. Other recommendation included the adoption of Wayfinding standards to provide the City with guidance when selecting public and non-profit attractions that will be displayed on the signage. This document will be finalized soon at which time Task One will be completed. The next task includes design, sign location confirmation, and TDOT design approval. Task Two is scheduled to be completed by March 2009.

Transportation (Traffic)

Traffic Calming Measures

Michael Thompson

Updated January 8, 2009

Bellingham Drive – Public hearing was held December 10th from 11:00am – 1:00pm at the Renaissance Center, Room 230. There were only 3 people in attendance. All were favorable to the project. A couple others had called and shown support though they were not able to attend. Next step is to send out voting cards for the residents to vote yes or no for traffic calming. Essex & Suffolk Traffic Calming – Still awaiting direction from the Preston Forest Neighborhood Association.

Netherland Terrace

Street Lighting

Michael Thompson

Updated January 8, 2009

AEP is processing the permit required by CSX for approval and cost to place poles on their right of way as well as preparing an estimate for upfront City of Kingsport costs for installation. AEP has advised that the permit will be mailed to CSX next week.

Indian Trail / Stone Drive

Signal & Median

Michael Thompson

Updated January 8, 2009

Was let by TDOT on December 12, 2008. Low bidder was Summers-Taylor, Inc. for \$494,954.04 (approximately \$25,000 below estimate). Completion is scheduled on or before June 30, 2009.

University Blvd.

Street Lighting

Michael Thompson

Updated January 8, 2009

All but two street lights are in and working on University Blvd. AEP crews are waiting on dry weather to be able to access an existing pole to get power to these two lights.

Joseph O. Fuller Memorial

Bridge Lighting

Michael Thompson

Updated January 8, 2009

Quote has been obtained for replacement poles and fixtures for the 92 bridge lights. For material only this cost is \$115,000. The next step is to evaluate the 8 electrical services to these lights and perform necessary repairs.

Leisure Services Update

Kingsport Public Library

Helen Whittaker

Updated December 12, 2008

The Smithsonian Exhibit, Earth from Space, is now up in the library. The final piece, the digital globe, will be installed December 17th. The exhibit will be at the library through February 15.

Save the date: we will be having a Smithsonian sponsor thank you party the evening of Saturday, January 17 and the City Manager, Mayor and Aldermen are invited. The exhibit curator, Andrew Johnston, will be in attendance and will give a short, informal program. Refreshments will be provided. Times to be determined.

Parks & Recreation

Greenbelt

Kitty Frazier

Updated January 9, 2009

Bids were received/opened for the Greenbelt section located between Sullivan Street/Cherokee Village and Cloud Park. Six bids were received with Duco Construction coming in with the low bid of \$247,398, which was \$53,607 under the engineers estimate. This project is to be funded through a grant and the bids must be verified/approved by TDOT before a construction contract can be initiated. Bill Albright is working with TDOT to gain approval of the bids and then purchasing will authorize the appropriate contracts for construction. If you have any questions feel free to call Kitty Frazier at 229-9408.

Senior Center

Shirley Buchanan

Updated December 12, 2008

The Kingsport Senior Center will begin offering classes at the Boys and Girls Club beginning in January 2009. Below is a list of classes that will be offered at the facility.

Mondays

8:30 Advanced Tai Chi/ Garry Mullins
11:30-12:30 Beginning Line Dance/ Lina Faye McConnell
12:45-1:45 Intermediate Line Dance/ Lina Faye McConnell

Tuesdays and Thursdays

8:15-9:15 Step Aerobics/ Terry Bolling
9:30-10:30 Core Conditioning/ Terry Bolling
10:30-11:30 Yoga/ Tish Kashdan

Wednesdays

8:30 Advanced Tai Chi
9:30-12:00 Open Gym

Development Services

Cook's Point

Rack Cross

Updated January 7, 2009

This update on December 19, 2008 includes returning calls to residents of Cook's Point to advise Developer Erik Fritz was remains in compliance with minimum standards and site visits for the purpose of taking photographs and observing storm water drainage connectivity.

Cook's Point 2008 Site Visit Log

#	Date	~Time	Reason	Observation By
1	Nov 5	2:00P	Ck ROW grass/sched. mowing	R. McReynolds
2	Nov 7	N/A	Mowing ROW @ Harbor Chapel	PW Mowing
3	Nov 13	7:50A	Take photos	Rack Cross
4	Nov 17	9:00A	General Observation	Mike Freeman
5	Nov 18	7:50A	Take photos	Rack Cross
6	Nov 18	11:00A	General Observation	Alan Webb
7	Nov 7		Storm Water Drainage photos	Dan Wankel
8	Dec 1	7:50A	Take photos	Rack Cross
9	Dec 19	7:50A	Take photos	Rack Cross
10	Dec 19	10:00A	Storm Water connectivity	Dan Wankel

Cook's Point 2008 Call Log Of Rack Cross

#	Date	~Time	To/From	RE:
1	Oct 31	4:45P	From Martha Simmons	Update since she spoke to BMA
2	Nov 4	4:00P	From Edgar Gamble	Did not receive
3	Nov 4	4:35P	To Edgar Gamble	Left Message – returning his call
4	Nov 4	6:00P	To Edgar Gamble	In Hilton Head SC, Gave update on CP
5	Nov 12	1:50P	From Robin Fritz (Erik's wife)	Req. copy of Cook's PPT. Presentation
6	Nov 12	2:00P	To George Coleman	Gave update/ spoke RE: Bond Issue
7	Nov 14	8:40A	To Erik Fritz	Timeline for existing issues
8	Dec 18	11:30A	To Carolyn Reedy	Cook's Point issues
9	Dec 19	9:30A	From Cathy Kenyon	Message RE: Carolyn Reedy call
10	Dec 19	11:00A	To Cathy Kenyon	Cook's Point issues





AGENDA

BOARD OF MAYOR AND ALDERMEN

REGULAR BUSINESS MEETING

**Tuesday, January 13, 2009
Large Court Room – City Hall
7:00 P.M.**

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding

Alderman Valerie Joh
Vice Mayor Benjamin K. Mallicote
Alderman Charles K. Marsh, Jr.

Alderman Larry A. Munsey
Alderman Patrick W. Shull
Alderman Jantry Shupe

City Administration

John G. Campbell, City Manager
J. Michael Billingsley, City Attorney
James Demming, City Recorder

I. CALL TO ORDER

II.A. PLEDGE OF ALLEGIANCE TO THE FLAG

II.B. INVOCATION – Jack Edwards, retired minister – Carter-Trent Funeral Homes

III.B ROLL CALL

RECOGNITIONS AND PRESENTATIONS

- A. Recognition to Detective Melanie Adkins for CPIT Award – Chief Osborne
- B. Recognition of City Employees who helped with the Second Harvest Food Drive– Mayor Phillips

V. APPROVAL OF MINUTES

- 1. December 15, 2008 Regular Work Session
- 2. December 16, 2008 Regular Business Meeting
- 3. December 18, 2008 Special Called Meeting

VI. COMMUNITY INTEREST ITEMS

AA. PUBLIC HEARINGS

1. Public Hearing for Annexation Annual Plan of Services Report (AF: 1-2009)
 - Public Hearing
2. Public Hearing and Consideration of Ordinance to Annex/Amend Zoning of the Warrior Falls 2008 Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 2-2009)
 - Public Hearing
 - Ordinance (Annexation) – First Reading
 - Ordinance (Zoning) – First Reading
 - Resolution
3. Public Hearing and Consideration of Ordinance to Annex/Amend Zoning of the Wingate Road Annexation and Consideration of a Resolution Adopting the Plan of Services (AF: 3-2009)
 - Public Hearing
 - Ordinance (Annexation) – First Reading
 - Ordinance (Zoning) – First Reading
 - Resolution

COMMENT

Citizens may speak on agenda items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non-personal in nature, and they should be limited to five minutes. A total of thirty minutes is allocated for public comment during this part of the agenda.

B. BUSINESS MATTERS REQUIRING FIRST READING

1. Consideration of a Resolution Approving a \$19,000 Donation from the Arts Council of Greater Kingsport for the Kingsport Public Art Program and Consideration of an Ordinance to Appropriate the Funds (AF: 8-2009)
 - Resolution
 - Ordinance – First Reading
2. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper to Apply for and Receive Regional Touring Grant from the Southern Arts Federation and Consideration of an Ordinance to Appropriate the Funds (AF: 9-2009)
 - Resolution
 - Ordinance – First Reading

3. Consideration of an Ordinance to Appropriate Funding for the Demolition of Portions of the Existing V.O. Dobbins Community Center (AF: 5-2009)
 - Ordinance – First Reading

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION

D. OTHER BUSINESS

1. Consideration of a Resolution to authorize the Mayor to Sign all Documents Necessary to Apply and Receive a Library Services and technology Act Direct Service Grant for Community Building Through Video Gaming in Libraries for an Amount up to \$5,000 (AF: 4-2009)
 - Resolution
2. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper to Apply for and Receive Arts Project Support Grant from the Tennessee Arts Commission (AF: 7-2009)
 - Resolution
3. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper to Apply for and Receive "Big Read" Grant from the National Endowment for the Arts (AF: 10-2009)
 - Resolution
4. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper to Apply for and Receive Southern Visions Shipping Subsidy Grant from the Southern Arts Federation (AF: 11-2009)
 - Resolution
5. Consideration of a Resolution Authorizing the Mayor to Execute all Documents to Receive Federal Aviation Administration Grant Funding for Improvement Projects at the Tri-Cities Regional Airport (AF: 6-2009)
 - Resolution
6. Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Extend the Lease Agreement with James Palmer for City-Owned Real Property Located at 2102 East Center Street (AF: 13-2009)
 - Resolution
7. Consideration of a Resolution to Approve the Offer and Authorize the Mayor to Execute all Documents Necessary for the Acquisition of Property Located at 1257 Morningside Circle for the Kingsport City School System (AF: 12-2009)
 - Resolution

8. Consideration of a Resolution Authorizing the Mayor to Execute a Contract and all other Documents Necessary to Purchase Software and Service from DataDriven, LLC for the Public Safety Technology Upgrade (AF: 16-2009)
 - Resolution

E. APPOINTMENTS

VII. CONSENT AGENDA

All matters listed under the Consent Agenda are considered in the ordinary course of business by the Board of Mayor and Aldermen and will be enacted on by one motion in the form listed. If discussion is desired by either the Board or the audience, the item in question will be removed from the Consent Agenda and considered separately.

1. Consideration of an Ordinance Amending Ordinance Number 5694 as it Pertains to Health Insurance Premiums for City Retirees(AF: 383-2008)
 - Ordinance – Second Reading and Final Adoption
2. Consideration of an Ordinance Appropriating Funds from the Fleet Fund for the Police Technology Fund Project for Purchase of Hardware for the Police Department (AF: 390-2008)
 - Ordinance – Second Reading and Final Adoption
3. Consideration of an Ordinance to Appropriate Funding for the Construction of Restrooms at Dogwood Park (AF: 387-2008)
 - Ordinance – Second Reading and Final Adoption
4. Consideration of Acceptance of FY2008 Comprehensive Annual Financial Report (AF: 14-2009)
 - Acceptance of Annual Financial Report

VIII. COMMUNICATIONS

- A. CITY MANAGER
- B. MAYOR AND BOARD MEMBERS
- C. VISITORS

Citizens may speak on issue-oriented items. When you come to the podium, please state your name and address and sign the register that is provided. You are encouraged to keep your comments non- personal in nature, and they should be limited to five minutes.

IX. ADJOURN

**WORK SESSION
MINUTES
WILL BE
PUT AT THE
TABLE
ON
MONDAY,
JANUARY 12, 2009**

Minutes of the Regular Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Tuesday, December 16, 2008, 7:00 PM
Large Court Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Alderman Valerie Joh
Vice-Mayor Benjamin K. Mallicote
Alderman Charles K. Marsh, Jr.

Alderman Larry A. Munsey
Alderman Patrick W. Shull
Alderman Jantry Shupe

City Administration

John G. Campbell, City Manager
J. Michael Billingsley, City Attorney
James H. Demming, City Recorder

- I. **CALL TO ORDER:** 7:00 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Led by Kingsport Fire Chief Craig Dye.
- II.B. **INVOCATION:** By Pastor Richard Dice of The King's Highway Temple.
- III. **ROLL CALL:** By City Recorder Demming.
- IV. **RECOGNITIONS AND PRESENTATIONS.** None.
- V. **APPROVAL OF MINUTES.**
Motion/Second: Joh/Munsey, to approve minutes for the following meetings:
 - A. December 1, 2008 Regular Work Session
 - B. December 2, 2008 Regular Business MeetingApproved: All present voting "aye."

VI. COMMUNITY INTEREST ITEMS.

AA. PUBLIC HEARINGS. None.

A. PUBLIC COMMENT. Mayor Phillips invited citizens in attendance to speak about any of the remaining agenda items.

Ms. Debbie Waggoner of 1516 Belmeade Drive in Kingsport spoke in support of Agenda Item VI.D.2 regarding street illumination along Linville Street.

B. BUSINESS MATTERS REQUIRING FIRST READING.

1. **Consideration of an Ordinance to Amend the General Fund Budget by Increasing the Number of Positions in the Development Services Division by Adding a Researcher/Planner II Position (AF: 383-2008).** Alderman Marsh indicated that he has repeatedly asked for some efficiency measure of this proposed position and has not yet received anything. City Manager Campbell responded that he is working on these figures and will share with Board members when available. Alderman Marsh stated that he cannot support this action without being able to review those figures and he suggested a postponement of this action until the January meeting.

Alderman Munsey acknowledged that he is a strong proponent of quality of life but agrees that Board members need measures for this and all decisions made in order to determine whether an action is "successful." He added that he will support this action without having those figures in hand.

Vice-Mayor Mallicote also agreed a measuring system is necessary, but pointed out that it is nearly impossible to measure the economic impact of one position, especially dealing with economic development, which is included in several decisions the Board makes to help Kingsport be a place that is attractive to live and do business.

City Manager Campbell described the duties of this position and shared some things that need to be done, that are not being done on regular basis, such as: 1) current update of available buildings in town – very important information to those looking at new business or others coming to town; 2) comprehensive list of commercial properties available, 3) coordinating efforts between City administration and leadership with the NETWORKS staff to showcase areas with the greatest benefits because the City has a good grasp of the needs of existing businesses. He added that it requires very detailed research to put together good proposals to draw vendors/customers to Kingsport.

Mayor Phillips confirmed that this position is being funded by not filling the vacant Leisure Services director position in the near future.

Alderman Shull agreed that Alderman Marsh's request is a reasonable one, but concurred with earlier discussion that it's difficult to measure economic development success in a concrete manner. Both he and Alderman Munsey had pushed for more focus on this type of economic development by Jeff Fleming, having recognized that need over three years ago and noted that various positions have now shifted, allowing Mr. Fleming less time for economic development focus. Alderman Shull will reluctantly support this action if the City 1) gets a handle on economic development measurement; and 2) does not "backfill" the Leisure Services director position, but allows Assistant to City Manager Chris McCartt to continue overseeing those departments.

Joh suggested calling for question and Mayor Phillips asked for vote.

Motion/Second: Joh/Munsey, to pass:

AN ORDINANCE TO AMEND THE DEVELOPMENT SERVICES BUDET IN THE GENERAL FUND BY ADDING AN ECONOMIC RESEARCHER/PLANNER II POSITION FOR THE FISCAL YEAR ENDING JUNE 30, 2009; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye," except Marsh voting "nay."

2. Consideration of a Resolution Authorizing the Mayor to Execute a Contract to Purchase Software from VisionAir Inc. for the Kingsport Police Department (KPD) and an Ordinance Establishing a Project Account and Appropriating Funds for the Contract (AF: 388-2008). Alderman Marsh confirmed with Kingsport Police Chief Osborne that the entire cost of this VisionAir software implementation would be around \$800,000 and, when implemented, would electronically connect KPD with all area public safety agencies, as well as other agencies across the state. Alderman Marsh also pointed out, and Chief Osborne confirmed, that this upgrade will, ultimately, result in the reduction of three KPD clerical positions, through attrition, because of greater efficiency in reducing paperwork. Because it will take 360 days to fully implement, Alderman Marsh suggested that the City Manager budget for three less KPD position in the FY2011 budget year.

Alderman Mallicote explained that the significant backlog of records management will preclude scheduling the elimination of positions and he commended Chief Osborne on bringing a comprehensive presentation to the BMA for consideration.

Motion/Second: Mallicote/Joh, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BY APPROPRIATING FUNDS FROM THE GENERAL FUND UNDESIGNATED FUND BALANCE AND BY TRANSFERRING FUNDS FROM THE CRIMINAL FORFEITURE FUND AND DRUG FUND TO FUND THE VISIONAIR SYSTEM FOR THE POLICE DEPARTMENT FOR THE FISCAL YEAR ENDING JUNE 30, 2009; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

Motion/Second: Mallicote/Shupe, to pass:

Resolution 2009-140, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND ANY OTHER DOCUMENTS NECESSARY TO PURCHASE HARDWARE AND SOFTWARE FROM VISIONAIR, INC. FOR THE CITY OF KINGSFORT PUBLIC SAFETY DIVISION

Passed: All present voting "aye."

3. Consideration of a Resolution Authorizing a Three Year Capital Outlay Note and an Ordinance Appropriating Funds from the Fleet Fund for the Police Technology Fund Project for Purchase of Hardware for the Police Department (AF: 390-2008).

Motion/Second: Joh/Munsey, to pass:

AN ORDINANCE TO AMEND THE GENERAL FUND AND THE GENERAL PROJECT FUND BY APPROPRIATING FUNDS FROM THE FLEET FUND UNDESIGNATED FUND BALANCE FOR THE PURCHASE OF THE VISIONAIR SYSTEM AND TO FUND THE DATA DRIVEN SYSTEM FOR THE POLICE DEPARTMENT FOR THE FISCAL YEAR ENDING JUNE 30, 2009; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

Motion/Second: Joh/Munsey, to pass:

Resolution 2009-141, A RESOLUTION OF THE GOVERNING BODY THE CITY OF KINGSFORT, TENNESSEE, AUTHORIZING THE ISSUANCE, SALE, AND PAYMENT OF CITY OF KINGSFORT GENERAL FUND CAPITAL OUTLAY NOTES NOT TO EXCEED 451,200

Passed: All present voting "aye."

4. Consideration of an Ordinance to Appropriate Funding for the Construction of Restrooms at Dogwood Park (AF: 387-2008). City Attorney Billingsley was required to read the proposed ordinance in its entirety because it was not "pre-filed" and was added to this meeting's agenda as a result of Board discussion held at last night's BMA work session. Alderman Marsh pointed out that this action is a \$36,000 expenditure out of the undesignated fund balance which will leave, after starting out the year with \$1.9 million in that account, a balance of \$50,022, excluding the AEP building sale proceeds.

Motion/Second: Shupe/Shull, to pass:

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BY APPROPRIATING FUNDS FROM THE GENERAL FUND UNDESIGNATED FUND BALANCE AND BY TRANSFERRING FUNDS FROM THE PARK MAINTENANCE PROJECT (NC0712) TO FUND THE CONSTRUCTION OF THE RESTROOMS FOR THE DOG PARK FOR THE FISCAL YEAR ENDING JUNE 30, 2009; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on first reading: All present voting "aye."

C. BUSINESS MATTERS REQUIRING FINAL ADOPTION.

1. Consideration of an Ordinance to Amend the Zoning Code, Text and Map, to Zone Property along Martin Luther Drive, Carver Street, Douglas Street, and Louis Street to PVD, Planned Village District (AF: 358-2008).

Motion/Second: Munsey/Joh, to pass:

Ordinance No. 5794, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG MARTIN LUTHER KING DRIVE, CARVER STREET, DOUGLAS STREET, AND LOUIS STREET TO PVD, PLANNED VILLAGE DISTRICT, IN THE 11TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, Mallicote, Marsh, Munsey, Shull, Shupe and Phillips voting "aye."

**2. Consideration of Ordinances to Annex/Amend Zoning of the
Cleek Road Annexation (AF: 354-2008).**

Motion/Second: Marsh/Munsey, to pass:

Ordinance No. 5795, AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, EMBRACING THAT CERTAIN PART OF THE 10TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE CLEEK ROAD ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSFORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, Mallicote, Marsh, Munsey, Shull, Shupe and Phillips voting "aye."

Motion/Second: Marsh/Munsey, to pass:

Ordinance No. 5796, AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG CLEEK ROAD TO R-1B, RESIDENTIAL DISTRICT, IN THE 10TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, Mallicote, Marsh, Munsey, Shull, Shupe and Phillips voting "aye."

D. OTHER BUSINESS.

**1. Consideration of a Resolution to Amend the Fee Resolution by
Amending the Public Records Copy/Duplication Charges (AF: 378 -2008).**

Motion/Second: Mallicote/Joh, to pass:

RESOLUTION NO. 2009-139, A RESOLUTION TO AMEND RESOLUTION NO. 2008-218 AND RATES, FEES AND CHARGES THEREIN

Passed: All present voting "aye."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 16, 2008**

2. Consideration of a Resolution Granting the Petition for the Establishment of an Improvement District to Provide Street Illumination of Linville Street between Lamont Avenue and Crescent Drive (AF: 381 -2008)

Motion/Second: Shull/Joh, to pass:

Resolution No. 2009-142, A RESOLUTION GRANTING A PETITION REQUESTING THE ESTABLISHMENT OF AN IMPROVEMENT DISTRICT AND THE LIGHTING THEREOF IN THE RESIDENTIAL AREA OF FAIRACRES, MORE PARTICULARLY, THE PORTION OF LINVILLE STREET BEGINNING ON LAMONT STREET AND ENDING AT CRESCENT DRIVE

Passed: All present voting "aye."

3. Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Apply and Receive the International City/County Management Association Public Library Innovation Grant for an Amount up to \$60,000 (AF: 379 -2008).

Motion/Second: Joh/Munsey, to pass:

Resolution No. 2009-143, A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION PUBLIC LIBRARY INNOVATION GRANT FUNDS

Passed: All present voting "aye."

4. Consideration of a Resolution Accepting a Donation of Real Property from C.M. (Bill) Gatton and Authorizing the Mayor to Execute all Documents to Effectuate Acceptance of the Donation (AF: 382 -2008).

Motion/Second: Joh/Mallicote, to pass:

Resolution No. 2009-144, A RESOLUTION TO ACCEPT A DONATION OF REAL PROPERTY FROM C. M. GATTON AND TO AUTHORIZE THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE DONATION

Passed: All present voting "aye," except Shull voting "nay."

5. Consideration of a Resolution to Accept a Donation of Public Art/Sculpture for Hunter Wright Stadium (AF: 386-2008).

Motion/Second: Munsey/Joh, to pass:

Resolution No. 2009-145, A RESOLUTION TO ACCEPT A DONATION OF A BRONZE STATUE FOR HUNTER WRIGHT STADIUM FROM MR. HUNTER WRIGHT

Passed: All present voting "aye," except Shull voting "nay."

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 16, 2008**

6. Consideration of a Resolution Authorizing a Change Order to the Contract with J.A. Street & Associates, Inc. for the Allied Health Building Project now known as the Regional Center for Health Professions (RCHP) and Authorizing the Mayor to Execute all Documents Necessary for the Change Order (AF: 385-2008).

Motion/Second: Mallicote/Munsey, to pass:

Resolution No. 2009-146, A RESOLUTION APPROVING CHANGE ORDER #3 TO THE CONTRACT WITH J.A. STREET & ASSOCIATES, INC. FOR THE ALLIED HEALTH BUILDING PROJECT NOW KNOWN AS THE REGIONAL CENTER FOR HEALTH PROFESSIONS (RCHP) AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE CHANGE ORDER

Passed: All present voting "aye."

7. Consideration of a Resolution Authorizing the Reimbursement of Materials Agreement Funds to Jerry Petzoldt for Old Island Phase II Development (AF: 384-2008).

Motion/Second: Joh/Munsey, to pass:

Resolution No. 2009-147, A RESOLUTION AUTHORIZING REIMBURSEMENT OF MATERIALS AGREEMENT FUNDS TO JERRY PETZOLDT FOR THE OLD ISLAND PHASE II DEVELOPMENT

Passed: All present voting "aye."

8. Consideration of a Resolution in Support of Safety Improvements & Reconstruction of SR 126/Memorial Boulevard & SR 93 to Interstate 81 (AF: 380-2008).

Motion/Second: Marsh/Shull, to pass:

Resolution No. 2009-148, A RESOLUTION SUPPORTING THE NORTHEAST TENNESSEE LEGISLATIVE DELEGATION IN THEIR EFFORTS TO SEEK IMPROVEMENTS TO STATE ROUTE 126/MEMORIAL BOULEVARD AND STATE ROUTE 93

Passed: All present voting "aye."

9. Consideration of a Resolution to Authorize the Mayor to Execute Renewal Documents for the Self Funded Health Insurance Program (AF: 389-2008).

Motion/Second: Mallicote/Munsey, to pass:

Resolution No. 2009-149, A RESOLUTION AUTHORIZING THE MAYOR TO RENEW THE AGREEMENTS, AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENTS, WITH HCC LIFE

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 16, 2008**

INSURANCE COMPANY FOR STOP LOSS REINSURANCE COVERAGE AND
UNITED HEALTHCARE OF THE RIVER VALLEY FOR ADMINISTRATIVE SERVICES
Passed: All present voting "aye."

E. APPOINTMENTS. None.

VII. CONSENT AGENDA.

Motion/Second: Mallicote/Joh, to adopt:

**1. Consideration of an Ordinance Amending Ordinance Number
5694 as it pertains to Health Insurance Premiums for City Retirees (AF: 375-2008).**

Adopt:

**Ordinance No. 5797, AN ORDINANCE TO AMEND ORDINANCE NUMBER 5694
ADJUSTING THE RETIREE CONTRIBUTION RATE FOR HEALTH INSURANCE;
AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE**

Passed on second reading in a roll call vote: Joh, Mallicote, Marsh, Munsey, Shull,
Shupe and Phillips voting "aye."

VIII. COMMUNICATIONS.

A. CITY MANAGER. City Manager Campbell wished everyone a Happy
Holiday season and thanked Board members for its recognition of employees in
granting them the day off after Christmas. Mr. Campbell also mentioned the
Homebuilders Association annual meeting held a week ago, at which the Kingsport
BMA was honored with very nice flag in appreciation for all this Board has done to
improve the housing and homebuilding situation in Kingsport.

At the City Manager's request, Public Works Direction Ryan McReynolds explained to
the audience changes made in the normal garbage pick-up schedule during Christmas
week, but added that garbage pick-up will return to normal scheduling the following
week of New Years Day.

B. MAYOR AND BOARD MEMBERS. Several Board members wished all a
Merry Christmas and thanked City employees for their hard work in 2008. Alderman
Shull indicated, in reference to Thursday's special called meeting, he would need to call
in because of a scheduling conflict.

C. VISITORS. *Ms. Robin Fritz* of 309 Timberland Court, Kingsport, began to
speak derogatorily about Aldermen Shull and Marsh's behavior during public meetings
until Alderman Shull pointed out that personal attacks are not allowed in BMA meetings.
Mayor Phillips explained that, while she has a right to disagree with any Board member,

**Minutes of the Regular Business Meeting of the Board of Mayor and Aldermen
of the City of Kingsport, Tennessee, Tuesday, December 16, 2008**

she is not allowed to single out any individuals and asked her to address the Board as a whole. Ms. Frist summed up her comments about Kingsport's many amenities and she commended and thanked the majority of the BMA members.

Ms. Betty Jean Anderson of 941 Riverside Avenue, Kingsport, had questions and concerns about the City's franchise agreement with Charter Cable and, particularly, the franchise fee charged on her cable bill and why Charter is a monopoly in this area.

City Manager Campbell described how the franchise agreement with the City operates and explained that other cable companies are welcome to compete but it is very difficult to establish a new cable customer base.

Ms. Doris Early, who live in the City's historic district of Park Hill in Kingsport, stated her desire to have the quarter cent regional sales tax returned to the citizens. She mentioned that the sales tax was voted on by referendum and she would like the same action to vote on returning it to the citizens. She also stated she would be interested in acquiring lighting in her neighborhood as was voted on tonight for installation on Linville Street. City Manager Campbell explained that there is a process in place to make that request by contacting Public Works Director McReynolds or City Traffic Engineer Michael Thompson.

Mayor Phillips wished all a Merry Christmas and Happy New Year and announced there would only be one BMA meeting held in January and it is scheduled for January 13, 2009.

IX. ADJOURN. Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 8:45 p.m.

ELIZABETH A. GILBERT
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor

Minutes of the Called Special Business Meeting of the
Board of Mayor and Aldermen of the City of Kingsport, Tennessee
Thursday, December 18, 2008, 5:30 PM
Council Room – City Hall

PRESENT:

Board of Mayor and Aldermen

Mayor Dennis R. Phillips, Presiding
Alderman Valerie Joh
Vice-Mayor Benjamin K. Mallicote

Alderman Larry A. Munsey
Alderman Patrick W. Shull (*telephonically*)

City Administration

John G. Campbell, City Manager
J. Michael Billingsley, City Attorney
Elizabeth A. Gilbert, Deputy City Recorder

- I. **CALL TO ORDER:** 5:30 p.m., by Mayor Dennis R. Phillips.
- II.A. **PLEDGE OF ALLEGIANCE TO THE FLAG:** Led by Vice-Mayor Mallicote.
- II.B. **INVOCATION:** by Alderman Munsey.
- III. **ROLL CALL:** By Deputy City Recorder Gilbert. Absent: Aldermen Charles K. Marsh, Jr. and Jantry Shupe.
- IV. **OTHER BUSINESS.**

1. **Consideration of an Ordinance Establishing a Project Account and Appropriating Funds for the Contract to Purchase Software from VisionAIR, Inc. for the Kingsport Police Department (AF: 388-2008).**

Motion/Second: Joh/Mallicote, to pass:

Ordinance No. 5798, AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BY APPROPRIATING FUNDS FROM THE GENERAL FUND UNDESIGNATED FUND BALANCE AND BY TRANSFERRING FUNDS FROM THE CRIMINAL FORFEITURE FUND AND DRUG FUND TO FUND THE WATSON/VISIONAIR SYSTEM FOR THE POLICE DEPARTMENT FOR THE FISCAL YEAR ENDING JUNE 30, 2009; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

Passed on second reading in a roll call vote: Joh, Mallicote, Munsey, Shull and Phillips voting "aye."

V. **CITIZENS' COMMENTS.** None.

VI. **ADJOURN.** Seeing no other business for consideration at this meeting, Mayor Phillips adjourned the meeting at 5:35 p.m.

ELIZABETH A. GILBERT
Deputy City Recorder

DENNIS R. PHILLIPS
Mayor



AGENDA ACTION FORM

Public Hearing for Annexation Annual Plan of Services Report

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-1-2009
 Work Session: January 12, 2009
 First Reading: January 13, 2009

Final Adoption: January 13, 2009
 Staff Work By: F. Koder
 Presentation By: F. Koder

BMA Strategic Plan 2006-2007

KSF # 4: Stewardship of the Public Funds
 KSF # 7: Superior Quality of Life
 KSF # 8: Safe Community

Recommendation:

Conduct a Public Hearing and receive comment concerning the Annual Plan of Services Report for unfulfilled Annexation commitments for January 2009.

- Stapleton Drive – Ordinance 3250 – Annual Update
- Idle Hour Rd./Clint St. – Ordinance 3801 – Annual Update
- Bachman Property – Ordinance 5100 – Annual Update
- Bridwell Annexation – Ordinance 5395 – Annual Update
- McKee Annexation – Ordinance 5397 – Annual Update
- Bell Ridge Annexation #3 – Ordinance 5406 – Annual Update

Executive Summary:

Tennessee Code Annotated 6-51-108 states in part "...upon expiration of six (6) months from the date any annexed territory for which a Plan of Service has been adopted becomes a part of the annexing of the municipality, and annually thereafter until such services have been extended according to such plan, there shall be prepared and published in the newspaper of general circulation in the municipality a report of the progress made in the preceding year... the governing body by municipality shall publish notice of the public hearing on such progress reports and changes, and hold such hearings thereon..." As a result of this statute, and the need to conduct annual public hearings concerning unfulfilled Plan of Service commitments, it is required that the Board of Mayor and Aldermen conduct a public hearing to receive comments concerning the Annual Plan of Service Reports. The Notice of Public Hearing was published December 28, 2009.

Attachments:

1. Annual Plan of Services Report
2. Notice of Public Hearing
3. Plan of Services
4. Map
5. Plan of Services Spreadsheet

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

Funding source appropriate and funds are available: _____

**JANUARY 2009 ANNUAL PLAN OF SERVICE REPORT
FOR ORDINANCE NUMBERS: 3250, 3801, 5100, 5395, 5397 & 5406**

<u>Annexation Area</u>	<u>Effective Date</u>	<u>POS Deadline</u>	<u>Est. Comp. & Status</u>
Stapleton Dr. Ordinance No. 3250	04/20/90	Sewer Service	Not specified (When area develops) (Design Complete)
Idle Hour Rd./Clint St. Ordinance No. 3801	02/18/94	Sewer Service	Not specified (When area develops)
Bachman Property Ordinance No. 5100	05/15/03	Street Lights	Not Specified
Bridwell Annexation Ordinance No. 5395	06/02/06	Water Sewer Street Lights	June 2, 2011 (Out to Bid in Feb.) Completed June 2, 2009 (Design by AEP Complete)
McKee Annexation Ordinance No. 5397	06/02/06	Water Sewer Street Lights	June 2, 2011 Completed June 2, 2009 (Design by AEP Complete)
Bell Ridge Area #3 Ordinance No. 5406	06/16/06	Street Lights	Completed

NOTICE OF PUBLIC HEARING

The Kingsport Board of Mayor and Aldermen will conduct a public hearing concerning the ANNUAL PLAN OF SERVICE (POS) REPORT—January, on the following annexation area at its January 13, 2009 regular business meeting at 7:00 P.M. in the courtroom of the City Hall Building, 225 W. Center Street, Kingsport Tennessee.

Annexation Area: Stapleton Drive Annexation Area, Ord. No. 3250

Effective Date: 4/20/90

POS, deadline: Sewer Service, as development occurs, est. completion not specified

Annexation Area: Idle Hour Rd./Clint St., Ord. No. 3801

Effective Date: 2/18/94

POS, deadline: Sewer Service, as development occurs, est. completion not specified

Annexation Area: Bachman Property Annexation Area, Ord. No. 5100

Effective Date: 5/15/03

POS, deadline: Street Lighting, 4/17/06, completion not specified

Annexation Area: Bridwell Annexation Area, Ord. No. 5395

Effective Date: 6/02/06

POS, deadline: Water, Sewer – 6/2/2011 & Street Lighting 6/2/09.

Annexation Area: McKee Annexation Area, Ord. No. 5397

Effective Date: 6/02/06

POS, deadline: Water, Sewer – 6/2/2011 & Street Lighting 6/2/09,

Annexation Area: Bell Ridge Annexation #3, Ord. No. 5406

Effective Date: 6/16/06

POS, deadline: Street Lighting 6/16/09,

City of Kingsport

Liz Gilbert, Finance Dept.

P1T: 12/28/08

PLAN OF SERVICES - STAPLETON DRIVE

1. Police Protection

All routine police services will be provided on the effective date of annexation.

2. Fire Protection

A. Fire suppression and prevention services will be provided on the effective date of annexation. Free fire safety inspections will be available upon request on the effective date of annexation.

B. Fire hydrants will be installed as waterlines are upgraded to accommodate them, however, they will be installed on existing adequately-sized lines within one (1) year of the effective date of annexation.

C. On the effective date of annexation, the Tennessee Insurance Services Office will be requested to rate the annexed area as "Class 3" for insurance purposes. This compares to the "Class 9" currently assigned to the area and should result in substantial savings on fire insurance premiums. Residents and property owners should contact their insurance agent for more information.

D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.

3. Water

Water will be billed at City rates (which is 1/2 the rate residents are currently paying) on the next billing date after the effective date of annexation.

4. Electricity

Electricity will continue to be provided by Kingsport Power, which is a private company.

5. Sanitary Sewer

No specific commitment is made to provide sewer service at this time. Due to the isolation and unusual topographic constraints of Stapleton Drive, the cost to provide sewers grossly exceeds the average cost for other annexation areas. For example, the average cost to provide sewers to the remainder of Lynn Garden is approximately \$5,000 per residence. The estimated average cost to provide sewers to Stapleton Drive is approximately \$10,000 per residence. As the area continues to grow and develop, this situation will be monitored and sewer service will be provided when deemed appropriate by the Board of Mayor and Aldermen.

Until sewer service is available, septic tank pumping (at the City's expense) is available on a pre-approved basis dependent upon proof of need. Pre-approval is the responsibility of the Director of Community Services.

Note: City taxes do not pay for sewer service. Sewer service is paid for by sewer users only. Therefore, residents are not being penalized by paying City taxes without receiving sewer service. No sewer charges of any kind will be assessed to the property owners within this annexation area until sewer service is made available at some future date.

6. Solid Waste Disposal

Garbage and trash collection services on a weekly basis as now provided within the City will be extended to the annexed area on the next regular pick-up following the effective date of annexation.

7. Road/Street Construction & Repair

- A. Emergency and routine maintenance of streets will begin on the effective date of annexation.
- B. Cleaning of streets and snow removal will begin on the effective date of annexation on the same basis as now provided within the present City.
- C. All streets affected by utility construction will be paved as soon as possible after the utility construction is completed.

8. Recreational Facilities

- A. Residents of the annexed area may use all existing City recreational facilities, programs, parks, etc. on the effective date of annexation with no non-residential fee.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (65 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.

9. Zoning Services

City zoning designations which are substantially similar to the existing Sullivan County zoning designations shall be established on the effective date of annexation.

The previous sections are titled and listed in the order prescribed by Tennessee law. The following sections are provided by the City of Kingsport in addition to the minimum requirements.

10. Traffic Control

The City will rework all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices within two (2) years of the effective date of annexation.

11. Street Lighting

On the effective date of annexation, the City will take over responsibility (including payment) for street lights presently in place that meet City standards. The City will request the Kingsport Power Company install additional street lights in accordance with the policy on Roadway Lighting within two (2) years of the effective date of annexation.

12. Schools

- A. The City will not require any students to change schools as a result of annexation.
- B. Tuition paid by Non-City residents now attending City schools will cease upon annexation and those students may continue to attend their current school until graduation.
- C. Upon annexation, children at all grade levels may attend City schools tuition-free with transportation provided from residences which are more than 1.5 miles from their designated school.
- D. In keeping with the existing agreement between the City and County School Boards, children may continue in County schools after annexation without paying a fee, but transportation will not necessarily be provided.

13. Inspection Services

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. Animal Control

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. Storm Sewers

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present City policies.

16. Leaf Removal

The City's leaf removal program is conducted via curbside vacuum truck on a biweekly to monthly basis from October through January and will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation.

17. Litter Control

The City's litter control program will be extended to the area on the effective date of annexation. It is provided biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

18. Graffiti Control

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis.

19. Other Services

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

A:\STAPLETN(jf24)

38

IDLE HOUR ROAD ANNEXATION AREA
PLAN OF SERVICES

1. Police Protection

All routine police services will be provided on the effective date of annexation.

2. Fire Protection

- A. Fire suppression and prevention services will be provided on the effective date of annexation. Free fire safety inspections will be available upon request on the effective date of annexation.
- B. On the effective date of annexation, the Tennessee Insurance Services Office will be requested to rate the annexed area as "Class 3" for insurance purposes. This should result in savings on fire insurance premiums. Residents and property owners should contact their insurance agent for more information.
- C. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.

3. Water

- A. Water will be billed at City rates (which is 1/2 the rate residents are currently paying) on the next billing date after the effective date of annexation.
- B. Waterlines ~~will be~~ upgraded and fire hydrants installed within three (3) years of the effective date of annexation.

4. Electricity

Electricity will continued to be provided by Kingsport Power, which is a private company.

5. Sanitary Sewer

- A. No specific commitment is made to provide sewer service at this time due to the isolation and unusual topographic constraints of this section of Idle Hour Road, Clint Street, and Clint Street Extension. As the area continues to grow and develop, this situation will be monitored and sewer service will be provided when deemed appropriate by the Board of Mayor and Aldermen.

- B. If a septic tank in the annexation area needs to be pumped prior to installation of sanitary sewer, the property owner may, if he so chooses, enter into a Septic Tank Pumping Agreement with the City. This agreement will begin when the property owner contacts the City to request pumping of the septic tank. The City will inspect the tank and arrange for pumping, if needed, at the City's expense. The tank will then become the responsibility of the City and it will be pumped when deemed necessary by the City, at its expense. The property owner will be charged a monthly fee which will be calculated in the same manner as for persons on the sanitary sewer system. This fee will be discontinued when sanitary sewer is available, and the sewer user fee is started.
- C. Property owners do not have to enter into this agreement unless they so choose. If a property owner or resident chooses to have their septic tank pumped at their expense, they do not have to get permission from the City, and they will not be charged a sewer user fee until sanitary sewer is available.

6. Solid Waste Disposal

Garbage and trash collection services on a weekly basis as now provided within the City will be extended to the annexed area within nine (9) months following the effective date of annexation.

7. Road/Street Construction & Repair

- A. Emergency and routine maintenance of streets will begin on the effective date of annexation.
- B. Cleaning of streets and snow removal will begin on the effective date of annexation on the same basis as now provided within the present City.
- C. All streets affected by utility construction will be paved as soon as possible after the utility construction is completed.

8. Recreational Facilities

- A. Residents of the annexed area may use all existing City recreational facilities, programs, parks, etc. on the effective date of annexation with no non-residential fee.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (65 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.

9. Zoning Services

City zoning designations which are substantially similar to the existing Sullivan County zoning designations shall be established on the effective date of annexation.

The previous sections are titled and listed in the order prescribed by Tennessee law. The following sections are provided by the City of Kingsport in addition to the minimum requirements.

10. Traffic Control

The City will rework all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices within two (2) years of the effective date of annexation.

11. Street Lighting

- A. On the effective date of annexation, the City will take over responsibility (including payment) for street lights presently in place that meet City standards. The City will request the Kingsport Power Company install additional street lights in accordance with the policy on Roadway Lighting within two (2) years of the effective date of annexation.
- B. The developer of post-annexation subdivisions will be responsible for installation and cost of street lights which utilize an underground electrical system.

12. Schools

- A. The City will not require any students to change schools as a result of annexation.
- B. Tuition paid by Non-City residents now attending City schools will cease upon annexation and those students may continue to attend their current school until graduation.
- C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation,
- D. In keeping with the existing agreement between the City and County School Boards, children may continue in County schools after annexation without paying a fee, but transportation will not necessarily be provided.

13. Inspection Services

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. Animal Control

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. Storm Sewers

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present City policies.

16. Leaf Removal

The City's leaf removal program is conducted via curbside vacuum truck on a biweekly to monthly basis from October through January and will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation.

17. Litter Control

The City's litter control program will be extended to the area on the effective date of annexation. It is provided biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

18. Graffiti Control

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis.

19. Other Services

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

Plan of Services For Bachman Property

1. Police Protection

All routine police services will be provided on the effective date of annexation.

2. Fire Protection

- A. Fire suppression and prevention services will be provided on the effective date of annexation. Free fire safety inspections will be available upon request on the effective date of annexation.
- B. On the effective date of annexation, the Tennessee Insurance Services Office will be requested to rate the annexed area as "Class 3" for insurance purposes. This should result in savings on fire insurance premiums. Residents and property owners should contact their insurance agent for more information.
- C. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.

3. Water

- A. Water will be billed at rates similar to those properties located inside the City within the immediate area.
- B. Water lines will be upgraded and fire hydrants installed within five (5) years of the effective date of annexation.

4. Electricity

Electricity will continue to be provided by American Electric Power Company.

5. Sanitary Sewer

The area is currently served by sanitary sewer.

6. Solid Waste Disposal

The area contains no businesses or residences.

7. **Road/Street Construction & Repair**

- A. Emergency and routine maintenance of streets will begin on the effective date of annexation.
- B. Cleaning of streets and snow clearing will begin on the effective date of annexation on the same basis as now provided with the present City limits.
- C. All streets affected by utility construction will be paved as soon as possible after the utility construction is completed.

8. **Recreational Facilities**

The area has no residents.

9. **Zoning Services**

The area will be zoned A-1, Agricultural District, on the effective date of annexation.

The previous sections are titled and listed in the order prescribed by Tennessee law. The following sections are provided by the City of Kingsport in addition to the minimum requirements.

10. **Traffic Control**

The City will rework all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices within five (5) years of the completion of the streets and approval by the City Engineer.

11. **Street Lighting**

Within 90 days of the effective date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place on public property that meet City standards. Lighting on minor and major arterials will be installed per prevailing city policy.

12. **Schools**

The area has no school-age children.

13. **Inspection Services**

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of

annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. **Animal Control**

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. **Storm Sewers**

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present City policies.

16. **Leaf Removal**

The City's leaf removal program is conducted via curbside vacuum truck on a biweekly to monthly basis from October through January and will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation.

17. **Litter Control**

The City's litter control program will be extended to the area on the effective date of annexation. It is provided biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

18. **Graffiti Control**

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis.

19. **Other Services**

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A PLAN OF SERVICES FOR
THE BRIDWELL PROPERTIES OF THE CITY OF
KINGSPORT, TENNESSEE**

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed annexation of the Bridwell Properties was submitted to the Kingsport Regional Planning Commission on March 16, 2006, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held April 18, 2006; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality seven (7) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on April 2, 2006; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102, is considering the annexation of a portion of the 15th Civil District of Sullivan County, Tennessee, commonly known as the Bridwell Properties Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northern most corner of parcel 88.00 and the southern right-of-way of Rock Springs Road on the April 2005 Sullivan County tax map 105 and identified as the current corporate limits of Kingsport; thence in a southwesterly direction following the southern right-of-way for Rock Springs Road, approximately 6,387 feet to a point, said point being the northwest corner of parcel 46; thence in a southwesterly direction following the southern right-of-way of Rock Springs approximately 1,420 feet to a point; said point being the southwest corner of parcel 2 and the northwest corner of parcel 1 on the April 2005 Sullivan County tax map 119; thence in a southerly direction following the eastern right-of-way of Rock Spring Road approximately 1,685 feet to a point; said point being the southwest corner of parcel 27, tax map 119 and the northwest corner of parcel 26 along the eastern right-of-way of Rock Springs Road; thence in a northwesterly direction approximately 60 feet to a point, said point being the northeast corner of parcel 12, tax map 119 and the southeast corner of parcel 11, on the western right-of-way of Rock Springs Road; thence S78°05'00"W, 137.14 feet to a point; thence N89°24'07"W, 39.52 feet to a point; thence S16°42'49"W, 12.26 feet to a point, thence N89°53'45"E, 30.83 feet to a point; thence S00°09'52"W,

165.71 feet to a point; thence N48°28'18"W, 90.40 feet to a point; thence S41°31'42"W, 4.00 feet to a point; thence S48°28'18"E, 93.92 feet to a point; thence S55°56'18"E, 96.34 feet to a point; thence S40°27'00"W, 424.02 feet to a point; thence S44°02'58"W, 980.19 feet to a point; thence S33°28'06"E, 159.96 feet to a point; thence S44°56'03"W, 548.28 feet to a point; thence S48°19'09"E, 330.94 feet to a point; thence S48°21'03"E, 433.59 feet to a point; thence S49°38'20"W, 428.53 feet to a point; thence S51°13'45"W, 224.23 feet to a point; thence S29°35'45"E, 213.48 feet to a point; thence S85°24'55"W, 282.16 feet to a point; thence S04°58'42"W, 939.66 feet to a point; thence S76°18'36"W, 291.51 feet to a point; thence following an arc S83°28'40"W, 96.74 feet to a point; thence following an arc N86°09'40"E, 250.81 feet to a point; thence following an arc S75°09'40"W, 179.59 feet to a point; thence S60°11'18"W, 265.39 feet to a point; thence N33°26'16"W, 697.94 feet to a point; thence N70°35'48"E, 459.00 feet to a point; thence N26°39'03"W, 403.92 feet to a point; thence N40°41'34"E, 525.58 feet to a point; thence N49°33'21"W, 394.41 feet to a point; thence N49°32'42"W, 289.54 feet to a point; thence N49°28'10"W, 191.37 feet to a point; thence N34°23'18"E, 57.24 feet to a point; thence N01°20'02"E, 52.46 feet to a point; thence N40°24'01"E, 100.94 feet to a point; thence N42°05'10"E, 317.78 feet to a point; thence N40°11'52"E, 339.38 feet to a point; thence N42°48'26"E, 241.88 feet to a point; thence N42°08'12"E, 124.54 feet to a point; thence N41°58'18"E, 124.67 feet to a point; thence N42°15'54"E, 35.98 feet to a point; thence N09°15'29"E, 81.19 feet to a point; thence N09°11'55"E, 184.71 feet to a point; thence N36°21'52"E, 141.42 feet to a point; thence N36°20'41"E, 148.34 feet to a point; thence N36°08'49"E, 150.43 feet to a point; thence N41°54'41"E, 1,319.93 feet to a point; thence N44°11'11"E, 219.15 feet to a point; thence S68°45'13"W, 224.46 feet to a point; thence N47°01'14"W, 46.32 feet to a point; thence N47°04'18"W, 124.47 feet to a point; thence N59°20'31"E, 493.25 feet to a point; thence N79°23'11"E, 540.01 feet to a point, said point being the intersection of the northeast corner of parcel 11, tax map 119 and the western right-of-way of Rock Springs Road; thence following the western right-of-way of Rock Springs Road in a northerly direction approximately 725 feet to a point, said point being the southeast corner of parcel 1, tax map 119; thence in a northeasterly direction along Rock Springs Road right-of-way approximately 658 feet to a point, said point being the intersection of the southeast corner of parcel 32, tax map 105 and the northeast corner of parcel 33 on the north side of the Rock Springs Road right-of-way; thence in a northwesterly direction along the right-of-way of Rock Springs Road approximately 336 feet to a point, said point being the southeast corner of parcel 115.30, tax map 105 and its intersection with Rock Springs Road and Rock Springs Valley Road; thence in a northeasterly direction following the north right-of-way of Rock Springs Road approximately 6,888 feet to a point, said point being the northeast corner of parcel 101.00, tax map 105 and its intersection with the north right-of-way of Rock Springs Road; thence in a southeasterly direction across the right-of-way of Rock Springs Road approximately 30.50 feet to the point of BEGINNING, and being all of parcels 9.01, 11.00 and 23.00 on survey by Daniel Saxon dated January 6, 2006, and that portion of Rock Springs Road from the current corporate limits to the extent of parcel 11, tax map 119 adjacent to Rock Springs right-of-way as indicated on Sullivan County tax maps 105 and 119.

AND WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area. Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSPORT, TENNESSEE, as follows:

SECTION I. That a Plan of Services for the Bridwell Properties Annexation as bounded and described above is hereby adopted, subject to enactment of an annexation ordinance for the annexation area, the said Plan of Services to be as follows:

**Bridwell Properties Annexation
Plan of Services**

1. **Police Protection**

All routine police services will be provided on the effective date of annexation. The City of Kingsport Police Department already patrols the roadways within this annexation area because the streets are in the corporate limits, however the Sheriff's department patrolled the parcels fronting the two main streets and this duty along with answering calls will now be transferred to the Kingsport Police Department if the parcels are annexed.

2. **Fire Protection**

- A. Fire suppression and prevention services will be provided on the effective date of annexation. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded and the installation of a 600,000 gallon water tank will take place within five (5) years after the effective date of annexation to increase fire flow capabilities to the property.
- B. On the effective date of annexation, the Tennessee Insurance Services Office will be requested to rate the annexed area as "Class 3" for insurance purposes. This should result in savings on fire insurance premiums. Residents and property owners should contact their insurance agent for more information.
- C. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.

3. **Water**

- A. Water will be billed at in City rates rather than out of City rates. This will amount to half the rate collected when in the County.
- B. Water service is available to the sites.

- C. Water line upgrades for adequate fire protection will be completed within five years after the effective date of annexation.

4. **Electricity**

Electricity will continue to be provided by the current electric utility.

5. **Sanitary Sewer**

City of Kingsport sanitary sewer will be extended to the property within five (5) years after the effective date of annexation.

6. **Solid Waste Disposal**

Sanitation garbage (routine household refuse) and trash (grass clippings, tree trimmings, bulky items) collection will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within one (1) month following the effective date of annexation.

7. **Road/Street Construction & Repair**

- A. Emergency and routine maintenance of streets will begin on the effective date of annexation.
- B. Cleaning of streets and snow clearing will begin on the effective date of annexation on the same basis as now provided within the present City limits.
- C. All streets affected by utility construction will be paved as soon as possible after the utility construction is completed.

8. **Recreational Facilities**

- A. Residents of the annexed area may use all existing City recreational facilities, programs, parks, etc. on the effective date of annexation with no non-residential fee.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.

- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.

9. **Street Lighting**

Within 90 days of the effective date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within three (3) years of the effective date of annexation. Lighting on minor and major arterials will be installed per prevailing city policy.

10. **Zoning Services**

The area will be zoned R-1B, Residential District as this district is compatible with the Counties R-1 Low Density Residential zoning district.

11. **Schools**

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools.
 - a. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.
- C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.

The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b)(2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

12. **Traffic Control**

The City will verify all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices .

13. **Inspection Services**

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. **Animal Control**

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. **Storm Sewers**

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present City policies.

16. **Leaf Removal**

The City's will collect loose leaves with the vacuum truck between October 1 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round.

17. **Litter Control**

The City's litter control program will be extended to the area on the effective date of annexation. It is provided biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

18. **Graffiti Control**

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis.

19. **Other Services**

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet

Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

SECTION II. This Resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the _____ day of _____ 2006.

DENNIS PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

McKee Annexation Plan of Services

1. Police Protection

All routine police services will be provided on the effective date of annexation.

2. Fire Protection

- A. Fire suppression and prevention services will be provided on the effective date of annexation. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded and a 300,000 gallon water tank will be installed to increase fire flow capabilities to the property.
- B. On the effective date of annexation, the Tennessee Insurance Services Office will be requested to rate the annexed area as "Class 3" for insurance purposes. This should result in savings on fire insurance premiums. Residents and property owners should contact their insurance agent for more information.
- C. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.

3. Water

- A. Water will be billed at in-City rates.
- B. Water line upgrades for adequate fire protection will be completed within five years after the effective date of annexation.

4. Electricity

Electricity will continue to be provided by the current electric utility.

5. Sanitary Sewer

City of Kingsport sanitary sewer will be extended to the property within five (5) years after the effective date of annexation.

6. **Solid Waste Disposal**

Sanitation garbage (routine household refuse) and trash (grass clippings, tree trimmings, bulky items) collection will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within one (1) month following the effective date of annexation.

7. **Road/Street Construction & Repair**

- A. Emergency and routine maintenance of streets will begin on the effective date of annexation.
- B. Cleaning of streets and snow clearing will begin on the effective date of annexation on the same basis as now provided within the present City limits.
- C. All streets affected by utility construction will be paved as soon as possible after the utility construction is completed.

8. **Recreational Facilities**

- A. Residents of the annexed area may use all existing City recreational facilities, programs, parks, etc. on the effective date of annexation with no non-residential fee.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.

9. **Street Lighting**

Within 90 days of the effective date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within three (3) years of the effective date of annexation. Lighting on minor and major arterials will be installed per prevailing city policy.

10. **Zoning Services**

The area will be zoned PD, Planned Development District, as requested by the petitioner for annexation (Jeff McKee).

11. **Schools**

Presently, the area is vacant and undeveloped with a population of zero. However, if school-aged children were present:

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.
- C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.

The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b)(2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

12. **Traffic Control**

The City will verify all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices .

13. **Inspection Services**

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. **Animal Control**

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. **Storm Sewers**

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present City policies.

16. **Leaf Removal**

The City's will collect loose leaves with the vacuum truck between October 1 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round.

17. **Litter Control**

The City's litter control program will be extended to the area on the effective date of annexation. It is provided biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

18. **Graffiti Control**

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis.

19. **Other Services**

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE
BELL RIDGE ANNEXATION AREA #3 OF THE CITY OF
KINGSPORT, TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed annexation of the Bell Ridge Annexation Area #3 was submitted to the Kingsport Regional Planning Commission on March 16, 2006, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing;
and

WHEREAS, a public hearing was held May 2, 2006; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of seven (7) days prior to the hearing;
and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on April 16, 2006; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 12th Civil District of Sullivan County, Tennessee, commonly known as the Bell Ridge Annexation Area #3, said area being bounded and further described as follows:

BEGINNING at a point, said point being the northeast corner of parcel 21.00 and the southeast corner of parcel 20 on the April 2005 Sullivan County tax map 12N; thence at a southeasterly direction across the right-of way of Harrison Avenue approximately 50 feet to a point, said point being the southwest corner of parcel 7 and the northwest corner of parcel 6; thence in a northeasterly direction approximately 182.6 feet to a point, said point being the southeast corner of parcel 7 and the northeast corner of parcel 6; thence in a southeasterly direction approximately 120 feet to a point, said point being the intersection of the southeast corner of parcel 6 and the north right-of-way line of Bell Ridge Road; thence in a southwesterly direction approximately 200 feet to a point, said point being the intersection of the southwest corner of parcel 6 and the northeast intersection of the right-of-way for Harrison Avenue and Bell Ridge Road; thence in a southwesterly direction approximately 30' across the Bell Ridge Road right-of-way to a point, said point being the northwest corner of parcel 4; thence in a northeasterly direction approximately 172.5 feet to a point, said point

being the northeast corner of parcel 4; thence in a southeasterly direction approximately 397 feet to a point, said point being the southeast corner of parcel 4; thence in a southwesterly direction approximately 161 feet to a point, said point being the southwest corner of parcel 4; thence in a northwesterly direction approximately 265 feet to a point; thence in a southwesterly direction approximately 18.59 feet to a point, said point being the intersection of Harrison Avenue right-of-way and the western most point of parcel 4; thence in a northwesterly direction approximately 30 feet across the right-of-way of Harrison Avenue to a point, said point being the southeast corner of parcel 21; thence in a southwesterly direction approximately 211.60 feet to a point, said point being the southwest corner of parcel 20; thence in a southeasterly direction approximately 55 feet to a point, said point being the southeast corner of parcel 19 and the northeast corner of parcel 23; thence in a southwesterly direction approximately 209 feet to a point, said point being the southwest corner of parcel 17 and the northwest corner of parcel 23; thence in a southeasterly direction approximately 125.1 feet to a point, said point being the southeast corner of parcel 16 and the southwest corner of parcel 23; thence at a southwesterly direction approximately 262.5 feet to a point, said point being the southwest corner of parcel 13 and the southeast corner of parcel 12; thence at a southwesterly direction approximately 120 feet to a point, said point being the southwest corner of parcel 10 and the southeast corner of parcel 9; thence in a northwesterly direction approximately 286 feet to a point, said point being the northwest corner of parcel 10 and the northeast corner of parcel 9 and the southern right-of way of Bell Ridge Road; thence in northeasterly direction approximately 137 feet to a point, said being the northeast corner of parcel 11 and the northwest corner of parcel 12 and along the southern right-of-way of Bell Ridge Road; thence in a northwesterly direction approximately 50 feet crossing the Bell Ridge Road Right-of-way to a point, said point being the southwest corner of parcel 25 and the southeast corner of parcel 26; thence in a northwesterly direction approximately 122.5 feet to a point, said point being the northwest corner of parcel 25; thence in a northeasterly direction approximately 117 feet to a point, said point being the northeast corner of parcel 25 and the western right-of-way of Brumley Street; thence in a northeasterly direction approximately 50 feet across the Brumley Street right-of-way to a point, said point being on the western property line of parcel 15.01; thence in a northwesterly direction approximately 120 feet to a point, said point being the northwest corner of parcel 15.01 and the southwest corner of parcel 16; thence in a northeasterly direction approximately 116.91 feet to a point, said point being the northeast corner of parcel 15.01; thence in a southeasterly direction approximately 14.71 feet to a point; thence in a northeasterly direction approximately 60 feet to a point; thence in a northwesterly direction 14.71 feet to point; thence in a northeasterly direction approximately 270 feet to a point, said point being the northeast corner of parcel 24 and the northwest corner of 23; thence in a southeasterly direction approximately 176.28 feet to a point, said point being the southwest corner of parcel 23 and the southeast corner parcel 24; thence in a northeasterly direction 281 feet to a point, said point being the northwest intersection of Bell Ridge Road and Harrison Avenue and the southeast corner of parcel 21; thence in a northwesterly direction approximately 131.3 feet to the point of BEGINNING , and being all of parcels from Group D 15.01, 24.00, 24.10, 24.20, 25.00, Group E, parcels 4.00, 6.00, Group F, parcels 10.00, 11.00, 12.00, 13.00, 14.00, 15.00, 16.00, 17.00, 18.00, 18.10, 19.00, 20.00, and 21.00, and a portion of Bell Ridge Road as indicated on Sullivan County tax maps 12N dated April 2005.

AND WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area. Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSFORT, TENNESSEE, as follows:

SECTION I. That a Plan of Services for the Bell Ridge Annexation Area #3 as bounded and described above is hereby adopted, subject to an enactment of an annexation ordinance for the annexation area, the said Plan of Services to be as follows:

**Bell Ridge Annexation Study – Area 3
Plan of Services**

1. **Police Protection**

All routine police services will be provided on the effective date of annexation. The City of Kingsport Police Department already patrols the roadways within this annexation area because the streets are in the corporate limits, however the Sheriff's department patrolled the parcels fronting the two main streets and this duty along with answering calls will now be transferred to the Kingsport Police Department if the parcels are annexed.

2. **Fire Protection**

- A. Fire suppression and prevention services will be provided on the effective date of annexation. Free fire safety inspections will be available upon request on the effective date of annexation.
- B. On the effective date of annexation, the Tennessee Insurance Services Office will be requested to rate the annexed area as "Class 3" for insurance purposes. This should result in savings on fire insurance premiums. Residents and property owners should contact their insurance agent for more information.
- C. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.

3. **Water**

- A. Water will be billed at in City rates rather than out of City rates. This will amount to half the rate collected when in the County.
- B. Water service is available to the sites.
- C. Water line upgrades for adequate fire protection will be completed within three years after the effective date of annexation.

4. **Electricity**

Electricity will continue to be provided by the current electric utility.

5. **Sanitary Sewer**

City of Kingsport sanitary sewer currently serves all of the parcels in this annexation.

6. **Solid Waste Disposal**

Sanitation garbage (routine household refuse) and trash (grass clippings, tree trimmings, bulky items) collection will be provided to the annexed area on the same basis as that received by properties located within the existing City Limits. Collection will begin within one (1) month following the effective date of annexation.

7. **Road/Street Construction & Repair**

- A. Emergency and routine maintenance of streets will begin on the effective date of annexation.
- B. Cleaning of streets and snow clearing will begin on the effective date of annexation on the same basis as now provided within the present City limits.
- C. All streets affected by utility construction will be paved as soon as possible after the utility construction is completed.

8. **Recreational Facilities**

- A. Residents of the annexed area may use all existing City recreational facilities, programs, parks, etc. on the effective date of annexation with no non-residential fee.
- B. Residents of the annexed area may use all existing library facilities and will be exempt from the non-residential fee on the effective date of annexation.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.

9. **Street Lighting**

Within 90 days of the effective date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that American Electric Power (AEP) install additional street lights on collector-class and lower streets in accordance with the policy on roadway lighting within three (3) years of the effective date of annexation. Lighting on minor and major arterials will be installed per prevailing city policy.

10. **Zoning Services**

The area will be zoned R-1B, Residential District as this district is compatible with the Counties R-1 Low Density Residential zoning district.

11. **Schools**

- A. Upon annexation, children currently attending County schools will be allowed to attend City of Kingsport schools.
- B. Tuition paid by non-city residents now attending City schools will cease upon the effective date of annexation and those students may continue to attend City schools without charge until graduation.
- C. Children at all grade levels may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school,

beginning with the school year following annexation.

The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b)(2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

12. **Traffic Control**

The City will verify all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices .

13. **Inspection Services**

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. **Animal Control**

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. **Storm Sewers**

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present City policies.

16. **Leaf Removal**

The City's will collect loose leaves with the vacuum truck between October 1 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round.

17. **Litter Control**

The City's litter control program will be extended to the area on the effective date of annexation. It is provided biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

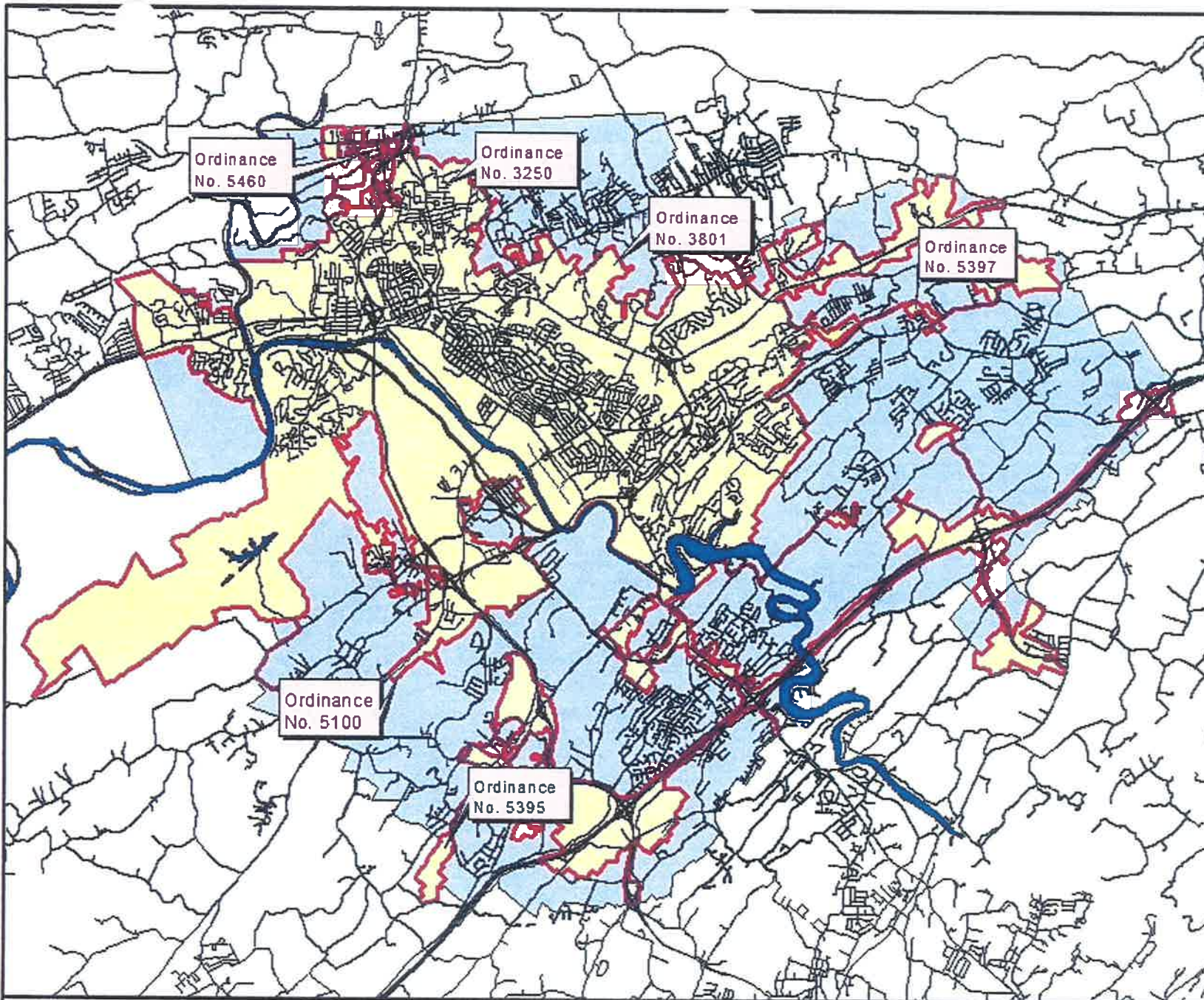
18. **Graffiti Control**

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis.

19. **Other Services**

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

Plan of Service Update January 2009



LEGEND

-  City Limits
-  River
-  UGBA



Plan of Service Update
January 2009



Pursuant to Tennessee Code Annotated 6-51-108, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services.

Pursuant to Tennessee Code Annotated 6-51-108, the City of Kingsport Tennessee is presenting the following report of progress on adopted Plans of Services.

[illegible]

**AGENDA ACTION FORM****Public Hearing and Consideration of Ordinances to Annex/ Amend Zoning of the Warrior Falls 2008 Annexation and Consideration of a Resolution Adopting the Plan of Services**

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF: 2-2009
Work Session: January 12, 2009
First Reading: January 13, 2009

Final Adoption: February 3, 2009
Staff Work By: K. Weems
Presentation By: K. Weems

Recommendation:

- Hold public hearing
- Approve ordinance for the Warrior Falls 2008 annexation
- Approve ordinance amending the zoning ordinance for the Warrior Falls 2008 annexation
- Approve resolution adopting a plan of services for the annexation area

Executive Summary:

This is the "Warrior Falls 2008" annexation of approximately 2 acres along Arrowhead Drive and Tomahawk Drive, with a population of 8 residents (total of 2 single family homes). The current county zoning of the area is A-1 (Agricultural & Residential). The proposed city zoning for the area is R-1B. Adjacent zoning consists of county A-1 (the Warrior Fall Subdivision). Water is furnished to the area, with the exception of fire flow water service, which will require an upgrade (placement of 1 hydrant). Sanitary sewer service already serves the annexation area. During its December 2008 regular meeting, the Kingsport Regional Planning Commission voted unanimously (8-0) to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. This item has received zero opposition as of January 5, 2009. The Notice of Public Hearing was published on December 29, 2008.

Attachments:

1. Staff Report
2. Notice of Public Hearing
3. Annexation Petition
4. Cost Analysis
5. Annexation Ordinance
6. Zoning Ordinance
7. Resolution
8. Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

ANNEXATION REPORT
WARRIOR FALLS 2008 ANNEXATION, FILE: 08-301-00029

TO: KINGSFORT REGIONAL PLANNING COMMISSION

FROM: Ken Weems, Planner

DATE: 8 December 2008

APPLICANT: see attached petitions

REQUESTED ACTION: Owner-petitioned annexation and zoning to an R-1B, Residential District, of approximately 2 acres.

LOCATION: The property is located inside the Warrior Falls Subdivision (two lots); best identified as Tax Map 78A, parcels 18 and 39 (401 Arrowhead Dr. & 609 Tomahawk Dr. respectively) on the 2008 Sullivan County Tax Maps. The property is located in the 7th Civil District of Sullivan County.

EXISTING LAND USE: Single Family Residential

PROPOSED USE: Same

SURROUNDING ZONING DISTRICTS & LAND USES:

North:	zoned: County A-1; use: single family
South:	zoned: County A-1; use: single family
East:	zoned: County A-1; use: single family
West:	zoned: County A-1; use: single family

LAND USE PLAN (S):

The 2010 Land Use Plan addresses this area as Single Family Residential. The Sullivan County Land Use Plan addresses this area's use as low density, single family residential.

UTILITIES:

Water services (fire flow only) will require an upgrade for this annexation (one hydrant).

Sanitary sewer already serves the annexation area.

TRANSPORTATION:

Streets for this annexation consist of a portion of Arrowhead Drive (325ft.) and Tomahawk Drive (400ft.), all residential streets.

POPULATION:

This annexation area contains 8 residents (2 single family homes)

PHYSICAL CHARACTERISTICS:

The physical characteristics of the property involved consist of sloping terrain

OPTIONS: The Planning Commission's options are the following:

1. Send a favorable recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Alderman.
2. Recommend disapproving the annexation, stating the reasons in writing.
3. Postpone action until additional information is presented.

STAFF RECOMMENDATION:

The Planning Division recommends option #1, recommendation for annexation of the parcels identified in this study to the Board of Mayor and Aldermen. The rationale for this recommendation is based on the following:

1. The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.
2. Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.
3. The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.
4. It is reasonably necessary for the welfare of the residents and property owners of the affected territory.
5. It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, January 13, 2009, to consider the annexation, zoning, and plan of services for the Warrior Falls 2008 annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

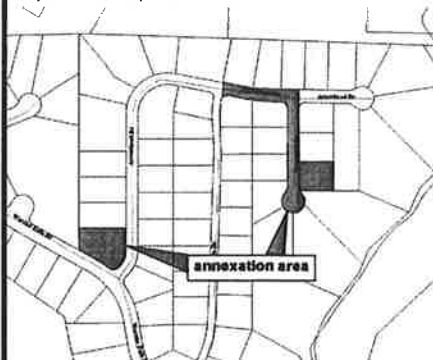
PART "A"

BEGINNING at a point, said point being the northwest corner of parcel 39, Tax Map 78A, thence in an easterly direction, approximately 200 feet to a point, said point being the northeast corner of parcel 39, thence in a southerly direction, following the western right-of-way boundary of Arrowhead Drive and the northern right-of-way boundary of Warrior Falls Drive, approximately 377 feet to a point, said point being the southwestern corner of parcel 39 in common with the northern right-of-way of Warrior Falls Drive, thence in a northerly direction, approximately 95 feet to the point of BEGINNING, and being all of parcel 39, Tax Map 78A, as shown on the 2008 Sullivan County Tax Maps.

PART "B"

BEGINNING at a point, said point being the south-eastern corner of parcel 29, Tax Map 78A in common with the northern right-of-way boundary of Arrowhead Drive, thence in an easterly direction, following the northern right-of-way boundary of Arrowhead Drive, approximately 327 feet to a point, thence in a southerly direction, crossing the right-of-way of Arrowhead Drive, approximately 50 feet to a point, thence in a southerly direction, following the eastern right-of-way boundary of Tomahawk Drive, approximately 261 feet to a point, said point being the northwest corner of parcel 18, thence in an easterly direction, approximately 150 feet to a point, said point being the northeastern corner of parcel 18, thence in a southerly direction, approximately 125 feet to a point, said point being the southeastern corner of parcel 18, thence in a westerly direction, approximately 150 feet to a point, said point being the southwest corner of parcel 18 in common with the easterly right-of-way of Tomahawk Drive, thence in a southerly direction, following the right-of-way boundary of Tomahawk Drive, approximately 633 feet to a point, said point being the western right-of-way of Tomahawk Drive in common with the southern right-of-way of Arrowhead Drive, thence in a westerly direction, approximately 270 feet to a point, said point being in common with the eastern right-of-way of Pueblo Drive, thence in a northerly direction, crossing Arrowhead Drive, approximately 67 feet to the point of BEGINNING, and being all of parcel 18, and a portion of Arrowhead Drive, approximately 330 feet in length, and all of Tomahawk Drive, approximately 470 feet in length, Tax Map 78A and 78B, as shown on the 2008 Sullivan County Tax Maps.

All interested persons are invited to attend this meeting and public hearing. A detailed map, description, and plan of services document is on file in the offices of the City Manager, Planning Manager, and Kingsport Library for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.



CITY OF KINGSFORT
Liz Gilbert, City Clerk
P1T: 12/29/08



CITY OF KINGSPORT, TENNESSEE

Petition for Annexation

We, the property owners of record, hereby petition the City of Kingsport to be annexed.

1.	name: James + VIRGINIA THOMPSON	address: 401 ARROWHEAD DRIVE KINGSPORT, TN	parcel # (if known):	# in household & ages: 4 people 33yr 24yr 33yr 4yr
	phone: 423-765-1902	email address: Scrapthompson@aol.com		
2.	name:	address:	parcel # (if known):	# in household & ages:
	phone:	email address:		
3.	name:	address:	parcel # (if known):	# in household & ages:
	phone:	email address:		
4.	name:	address:	parcel # (if known):	# in household & ages:
	phone:	email address:		
5.	name:	address:	parcel # (if known):	# in household & ages:
	phone:	email address:		
6.	name:	address:	parcel # (if known):	# in household & ages:
	phone:	email address:		
7.	name:	address:	parcel # (if known):	# in household & ages:
	phone:	email address:		
8.	name:	address:	parcel # (if known):	# in household & ages:
	phone:	email address:		
9.	name:	address:	parcel # (if known):	# in household & ages:
	phone:	email address:		
10.	name:	address:	parcel # (if known):	# in household & ages:
	phone:	email address:		

continue on opposite side



CITY OF KINGSPORT, TENNESSEE

Petition for Annexation

We, the property owners of record, hereby petition the City of Kingsport to be annexed.

1.	name: <u>DAVID T. BYRD</u>	address: <u>609 TOMAHAWK DR.</u>	parcel # (if known):
	phone: <u>423-612-6590</u>	email address: <u>david@rexelusa.com</u>	# in household & ages: <u>4, 58, 59, 30, 10</u>
2.	name:	address:	parcel # (if known):
	phone:	email address:	# in household & ages:
3.	name:	address:	parcel # (if known):
	phone:	email address:	# in household & ages:
4.	name:	address:	parcel # (if known):
	phone:	email address:	# in household & ages:
5.	name:	address:	parcel # (if known):
	phone:	email address:	# in household & ages:
6.	name:	address:	parcel # (if known):
	phone:	email address:	# in household & ages:
7.	name:	address:	parcel # (if known):
	phone:	email address:	# in household & ages:
8.	name:	address:	parcel # (if known):
	phone:	email address:	# in household & ages:
9.	name:	address:	parcel # (if known):
	phone:	email address:	# in household & ages:
10.	name:	address:	parcel # (if known):
	phone:	email address:	# in household & ages:

continue on opposite side

Warrior Falls 2008 Annexation

COST/BENEFIT ANALYSIS (tax records as of 4 December 2008)

Revenues	One Time	Reoccurring	(LOSS from current)
Property Taxes	X	\$3,779.00	X
State Shared	X	\$894.00	X
In County Water Rate	X	X	\$1,358.00
In City Water Rate	X	\$518.00	difference= (\$840)
In County Sewer Rate	X	X	\$1,460.00
In City Sewer Rate	X	\$1,194.00	difference= (\$266)
Other: Water Taps	X	X	X
Sewer Tap Fees	X	X	X
Total	\$0.00	\$6,385.00	-\$1,106.00

8 res X 111.79

utility dif

Expenses	One Time	Reoccurring
Operating Budget		
Police	0.00	0.00
Fire	0.00	0.00
Street Lighting	7,428.00	978.00
Recreation	0.00	0.00
Zoning Services	0.00	0.00
Schools	0.00	0.00
Traffic Controls	0.00	0.00
Streets & Sanitation	0.00	0.00
Subtotal	7,428.00	978.00
Capital Budget		
Water	2,000.00	0.00
Sewer	0.00	0.00
Roads	838.00	565.00
Schools	0.00	0.00
Police - Car	0.00	0.00
Subtotal	2,838.00	565.00
Grand Total	10,266.00	1,543.00

one hydrant to be set

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 7TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE WARRIOR FALLS 2008 ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on the 13th day of January, 2009, and notice thereof published in the Kingsport Times-News on the 29th day of December, 2008; and

WHEREAS, the property owners initiated the annexation of the territory herein described to the City of Kingsport; and

WHEREAS, the board of mayor and aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

WHEREAS, the annexation of such property is deemed necessary for the welfare of the residents and property owners thereof and the city as a whole; and

WHEREAS, a plan of services for this area was adopted by Resolution the 13th day of January, 2009 as required by Tenn. Code Ann., 6-51-102, et seq.

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 et seq. there is here by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 7 of Sullivan County, Tennessee, and more fully described to-wit:

TRACT 1

BEGINNING at a point, said point being the northwest corner of parcel 39, Tax Map 78A, thence in an easterly direction, approximately 200 feet to a point, said point being the northeast corner of parcel 39, thence in a southerly direction, following the western right-of-way boundary of Arrowhead Drive and the northern right-of-way boundary of Warrior Falls Drive, approximately 377 feet to a point, said point being the southwestern corner of parcel 39 in common with the northern right-of-way of Warrior Falls Drive, thence in a northerly direction, approximately 95 feet to the point of BEGINNING, and being all of parcel 39, Tax Map 78A, as shown on the 2008 Sullivan County Tax Maps.

TRACT 2

BEGINNING at a point, said point being the southeastern corner of parcel 29, Tax Map 78A in common with the northern right-of-way boundary of Arrowhead Drive, thence in an easterly direction, following the northern right-of-way boundary of Arrowhead Drive, approximately 327 feet to a point, thence in a southerly direction, crossing the right-of-way of Arrowhead Drive, approximately 50 feet to a point, thence in a southerly direction, following the eastern right-of-way boundary of Tomahawk Drive, approximately 261 feet to a point, said point being the northwest corner of parcel 18, thence in an easterly direction, approximately 150 feet to a point, said point being the northeastern corner of parcel 18, thence in a southerly direction, approximately 125 feet to a point, said point being the southeastern corner of parcel 18, thence in a westerly direction, approximately 150 feet to a point, said point being the southwest corner of parcel 18 in common with the easterly right-of-way of Tomahawk Drive, thence in a southerly direction, following the right-of-way boundary of Tomahawk Drive, approximately 633 feet to a point, said point being the western right-of-way of Tomahawk Drive in common with the southern right-of-way of Arrowhead Drive, thence in a westerly direction, approximately 270 feet to a point, said point being in common with the eastern right-of-way of Pueblo Drive, thence in a northerly direction, crossing Arrowhead Drive, approximately 67 feet to the point of BEGINNING, and being all of parcel 18, and a portion of Arrowhead Drive, approximately 330 feet in length, and all of Tomahawk Drive, approximately 470 feet in length, Tax Map 78A and 78B, as shown on the 2008 Sullivan County Tax Maps.

SECTION II. That this ordinance shall take effect from and after the date of its passage, as the law directs, the public welfare of the citizens of Kingsport, Tennessee, requiring it.

DENNIS R. PHILLIPS
Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. GILBERT
Deputy City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG ARROWHEAD DRIVE AND TOMAHAWK DRIVE TO R-1B, RESIDENTIAL DISTRICT, IN THE 7TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Arrowhead Drive and Tomahawk Drive to R-1B, Residential District in the 7th Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

TRACT 1

BEGINNING at a point, said point being the northwest corner of parcel 39, Tax Map 78A, thence in an easterly direction, approximately 200 feet to a point, said point being the northeast corner of parcel 39, thence in a southerly direction, following the western right-of-way boundary of Arrowhead Drive and the northern right-of-way boundary of Warrior Falls Drive, approximately 377 feet to a point, said point being the southwestern corner of parcel 39 in common with the northern right-of-way of Warrior Falls Drive, thence in a northerly direction, approximately 95 feet to the point of BEGINNING, and being all of parcel 39, Tax Map 78A, as shown on the 2008 Sullivan County Tax Maps.

TRACT 2

BEGINNING at a point, said point being the southeastern corner of parcel 29, Tax Map 78A in common with the northern right-of-way boundary of Arrowhead Drive, thence in an easterly direction, following the northern right-of-way boundary of Arrowhead Drive, approximately 327 feet to a point, thence in a southerly direction, crossing the right-of-way of Arrowhead Drive, approximately 50 feet to a point, thence in a southerly direction, following the eastern right-of-way boundary of Tomahawk Drive, approximately 261 feet to a point, said point being the northwest corner of parcel 18, thence in an easterly direction, approximately 150 feet to a point, said point being the northeastern corner of parcel 18, thence in a southerly direction, approximately 125 feet to a point, said point being the southeastern corner of parcel 18, thence in a westerly direction, approximately 150 feet to a point, said point being the southwest corner of parcel 18 in common with the easterly right-of-way of Tomahawk Drive, thence in a southerly direction, following the right-of-way boundary of Tomahawk Drive, approximately 633 feet to a point, said point being the western right-of-way of Tomahawk Drive in common with the southern

right-of-way of Arrowhead Drive, thence in a westerly direction, approximately 270 feet to a point, said point being in common with the eastern right-of-way of Pueblo Drive, thence in a northerly direction, crossing Arrowhead Drive, approximately 67 feet to the point of BEGINNING, and being all of parcel 18, and a portion of Arrowhead Drive, approximately 330 feet in length, and all of Tomahawk Drive, approximately 470 feet in length, Tax Map 78A and 78B, as shown on the 2008 Sullivan County Tax Maps.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION III. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

DENNIS R. PHILLIPS
Mayor

ATTEST:

ELIZABETH A. GILBERT
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

RESOLUTION NO. _____

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR
WARRIOR FALLS 2008 ANNEXATION AREA OF THE CITY OF
KINGSPORT, TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held January 13, 2009; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of seven (7) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on December 29, 2008; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 7th Civil District of Sullivan County, Tennessee, commonly known as the Warrior Falls Annexation, said area being bounded and further described as follows:

TRACT 1

BEGINNING at a point, said point being the northwest corner of parcel 39, Tax Map 78A, thence in an easterly direction, approximately 200 feet to a point, said point being the northeast corner of parcel 39, thence in a southerly direction, following the western right-of-way boundary of Arrowhead Drive and the northern right-of-way boundary of Warrior Falls Drive, approximately 377 feet to a point, said point being the southwestern corner of parcel 39 in common with the northern right-of-way of Warrior Falls Drive, thence in a northerly direction, approximately 95 feet to the point of BEGINNING, and being all of parcel 39, Tax Map 78A, as shown on the 2008 Sullivan County Tax Maps.

TRACT 2

BEGINNING at a point, said point being the southeastern corner of parcel 29, Tax Map 78A in common with the northern right-of-way boundary of Arrowhead Drive, thence in an easterly direction, following the northern right-of-way boundary of Arrowhead Drive, approximately 327 feet to a point, thence in a southerly direction,

crossing the right-of-way of Arrowhead Drive, approximately 50 feet to a point, thence in a southerly direction, following the eastern right-of-way boundary of Tomahawk Drive, approximately 261 feet to a point, said point being the northwest corner of parcel 18, thence in an easterly direction, approximately 150 feet to a point, said point being the northeastern corner of parcel 18, thence in a southerly direction, approximately 125 feet to a point, said point being the southeastern corner of parcel 18, thence in a westerly direction, approximately 150 feet to a point, said point being the southwest corner of parcel 18 in common with the easterly right-of-way of Tomahawk Drive, thence in a southerly direction, following the right-of-way boundary of Tomahawk Drive, approximately 633 feet to a point, said point being the western right-of-way of Tomahawk Drive in common with the southern right-of-way of Arrowhead Drive, thence in a westerly direction, approximately 270 feet to a point, said point being in common with the eastern right-of-way of Pueblo Drive, thence in a northerly direction, crossing Arrowhead Drive, approximately 67 feet to the point of BEGINNING, and being all of parcel 18, and a portion of Arrowhead Drive, approximately 330 feet in length, and all of Tomahawk Drive, approximately 470 feet in length, Tax Map 78A and 78B, as shown on the 2008 Sullivan County Tax Maps.

AND WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area. Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN, as follows:

SECTION I. That a Plan of Services for the Warrior Falls Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation ordinance for the annexation area, the said Plan of Services to be as follows:

**Warrior Falls 2008 Annexation
Plan of Services**

1. Police Protection

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. The Kingsport Police Department currently maintains a 4.5-minute response time to all incidents within the corporate limits.
- C. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 103 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- D. The Kingsport Police Department is currently accredited with the *Commission on*

Accreditation for Law Enforcement Agencies and has met 312 mandatory and 100 optional standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.

- E. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- F. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office training where they will work and be trained by designated training officers.
- G. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, and drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.

2. **Fire Protection**

- A. On the effective date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a city government.
- B. The City of Kingsport Fire Department is currently an Internationally Accredited Agency, one of only two in the State of Tennessee. It operates 6 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. It is staffed by 94 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating generally saving its residents the most possible on their homeowner insurance rates. The response time average is approximately 4 minutes 15 seconds after the call is received from the dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.

- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. **Water**

- A. Water will be billed at in city rates rather than out of city rates, which will currently result in a reduction of approximately 50% in water rates for annexed citizens already receiving city water. Those not currently receiving city water will have to obtain a water-tap in order to obtain city water. There are payment plans for both water and sewer taps offered by the city.
- B. The installation of fire hydrants will commence for adequate fire protection and will be completed within five years after the effective date of annexation.
- C. The City of Kingsport Water Department operates and maintains a 28 MGD water filtration plant with an average daily demand of 15 MGD leaving a surplus of approximately 13 MGD for increased demand. Additionally the Water Department operates 22 water storage tanks, 15 water booster station and over 750 miles of waterlines. The water treatment plant is staffed by state certified operators 24 hours a day, 365 days a year to provide safe drinking water to our customers.
- D. The City of Kingsport Water Department currently meets or exceeds water quality standards set forth by the State of Tennessee and the United States Environmental Protection Agency. The plant was the recipient of the 2005 Julian Fleming Award for Outstanding Water Treatment Plants.
- E. The Water Distribution Division is managed with a professional staff who are members of key professional organizations such as: American Water Works Association, Tennessee Association of Utility Districts, National Society of Professional Engineers, and American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a distribution system in the State of Tennessee.

4. **Electricity**

Electric service in this area is currently under the jurisdiction of AEP and is currently available. Street lighting will be provided generally within five years of the City of Kingsport's request for such service.

5. **Sanitary Sewer**

- A. City of Kingsport sanitary sewer currently serves the annexation area.
- B. Sanitary sewer fees are based on usage of water and are direct reflection of the amount of water used by the resident.
- C. The City of Kingsport operates and maintains a 12.4 MGD wastewater treatment plant, 88 sewer lift stations and approximately 525 miles of sanitary sewer collection lines in to provide sewer service to our customers.
- D. The City of Kingsport Wastewater Treatment Plant is undergoing 20 million dollars of improvements to provide a reliable and dependable infrastructure.
- E. The wastewater treatment plant is staffed with State Certified Operators 24 hours a day, 7 days a week, 365 days a year. Treatment plant operators exceed State of Tennessee training requirements.
- F. The Sewer Collection Division is managed by a professional staff who are members of key professional organizations such as: Water Environment Federation, Tennessee Association of Utility Districts, National Society of Professional Engineers, and American Society of Civil Engineers. Several key members of the staff also hold certificates and licenses in the operations of a collection system in the State of Tennessee.

6. **Solid Waste Disposal**

Sanitation garbage (routine household refuse), trash (grass clippings, tree trimmings, bulky items), and recycling collection will be provided to the annexed territory on the same basis as that received by properties located within the existing city limits. Collection will begin within thirty-(30) days following the effective date of annexation. The Sanitation Division supervisor is certified through SWANA as a Certified MSW Management Manager, and Certified Transfer Station Manager. Members of the collection crews receive ongoing training in their fields. The City of Kingsport also owns and operates a demolition landfill that residents can use for a fee. That landfill is supervised by a SWANA certified Manager of Landfill Operations. This supervisor also holds other certifications from SWANA and TDEC.

7. **Public Road/Street Construction & Repair**

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. The City of Kingsport currently has an active snow removal program for the clearing of snow and ice from city streets and will begin on the operative date of annexation on the same basis as now provided within the present city limits. This includes major thoroughfares, State highways and emergency route to hospitals and school bus routes as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date

with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.

- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.
- D. Routine right-of-way maintenance is also provided on the effective date of annexation. These crews include a certified Arborist, certified Pesticide Applicators, and other trained personnel to respond to emergencies and routine maintenance requests.
- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

8. **Recreational Facilities**

- A. Residents of the annexed area may use existing City recreational facilities, programs, parks, etc. on the effective date of annexation at City rates rather than out of City rates.
- B. Residents of the annexed territory may use all existing library facilities.
- C. Residents of the annexed area (50 years or older) will be eligible to use the Senior Citizens Center with no non-residential fees and with transportation provided on the effective date of annexation.
- D. The Department of Leisure Services has more than 4,800 acres of city-owned land to provide parks and recreation programs to all our citizens. The amenities and programs offered by many of the parks and recreation areas through the Leisure Services Department include playing fields for baseball and softball, basketball courts, play grounds, volley ball, tennis courts, a skate park and concession areas and restrooms to serve these facilities. Other amenities offered include General meeting areas, multi function areas, Community Centers, senior programs, Theater and Cultural Arts programs. Many of the parks have walking and hiking trails and Bays Mountain, the City's largest park, includes animal habitats, a farm area, camping sites, and a Planetarium.
- E. The City of Kingsport Greenbelt is a linear park approximately eleven (11) miles long and connects residential neighborhoods, traditional parks, downtown, commercial districts, schools and activity centers. A special feature of this unique park is a pathway for pedestrian and bicycle uses as the pathway meanders through marshlands, glides

across meadows, and passes by sites of historical and aesthetic significance. The Greenbelt security is furnished by Kingsport Police Department bike patrols and volunteer citizens. The Greenbelt's operation and development is guided by a citizen advisory committee and the Kingsport Parks and Recreation Department.

9. **Street Lighting**

Within five years of the operative date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within five (5) years of the effective date of annexation. Lighting on minor and major arterials will be installed per prevailing city policy.

10. **Zoning Services**

- A. The area will be zoned R-1B, Residential District.
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation.
- D. Appeals of zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. **Schools**

- A. Upon annexation, children residing in the annexed area will be allowed to attend City of Kingsport schools or remain in county schools.
- B. Tuition paid by non-city residents now attending city schools will cease upon the effective date of annexation and those students may continue to attend city schools as long as they remain residents of the City of Kingsport without charge until graduation.
- C. Children at all grade levels who live in annexed territory may attend City schools tuition-free. Transportation will be provided for students, whose homes are more than 1.5 miles from their designated school, beginning with the school year following annexation.
- D. Kingsport City schools offer several educational programs for pre-kindergarten children ages three and four. In addition there are programs offered for pre-school children who are identified with special educational needs. Two City schools maintain Early Childhood Learning Centers; a before and after school program for infants, ages six months to school age. Several elementary schools offer enrichment programs after school hours and some of these include ballet, dance, photography, guitar, crafts, string

instruments, technology and computer applications, gardening and cooking. Many of the schools offer wellness and physical activities with their after school programs at this level. Additionally each elementary school has offerings in Spanish and specialized reading programs for all grade levels.

- E. Kingsport middle schools John Sevier and Ross N. Robinson offer academic and enrichment programs that are similar and build upon the after school programs that started in elementary schools. In addition, after school extra curricular activities begin at the middle school level. Both Kingsport Middle Schools offer instruction in string orchestra, maintaining the only program of this nature in the region.
- F. The high school level offers an abundance of after school programs and currently include; credit recovery classes, on-line course work, tutoring and homework assistance, writing labs and computer lab accessibility, field trips and recreational and team games. Extra curricular activities currently include athletics, cheerleading, dance teams, band, orchestra and chorus.
- G. Currently the City of Kingsport allocates approximately \$8 million per year to the City school system and all Kingsport city schools have been newly renovated, meeting all mandated codes. There is a nurse in every city school to serve the needs of the students.

The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

12. **Traffic Control**

The City will verify all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices.

13. **Inspection Services**

All inspection services now provided by the city on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed territory on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. **Animal Control**

Animal control service equivalent to that presently provided within the city will be extended to the annexed area on the effective date of annexation.

15. **Storm Sewers**

The installation of ~~any needed storm sewers will be~~ accomplished in accordance with existing standards and engineering principles provided for by present city policies. Maintenance of existing storm sewer and drainage systems is also provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

16. **Leaf Removal**

The city will collect loose leaves with the vacuum truck between October 1 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other city residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the city's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on city projects for backfill and topsoil applications.

17. **Litter Control**

The city's litter control program will be extended to the area on the effective date of annexation. It is provided biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

18. **Graffiti Control**

The city's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

19. **Building and Code Enforcement**

The City of Kingsport has a fully staffed building and code enforcement department for the protection of the citizens of the city. The city currently adheres to the 2006 International Building Code which covers building, mechanical, plumbing, fire codes and inspections and ensures that all contractors and construction practices meet prescribed performance guidelines. Currently the City is under the 2005 NEC (National Electrical Code) for any electrical work conducted within the corporate limits.

The department is also responsible for the administration of the zoning code and its subsequent enforcement for the residents of the city. All enforcement issues dealing with the zoning code such as required parking, setbacks, permitted uses, signs, landscaping, building height and handicap accessibility are the responsibility of this department. Nuisance complaints and abatement concerning junk cars, high grass, weeds, litter etc. are the responsibility of the police department and the city's legal department, and the city has an active enforcement program for its citizens.

SECTION II. This Resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the _____ day of _____ 2009.

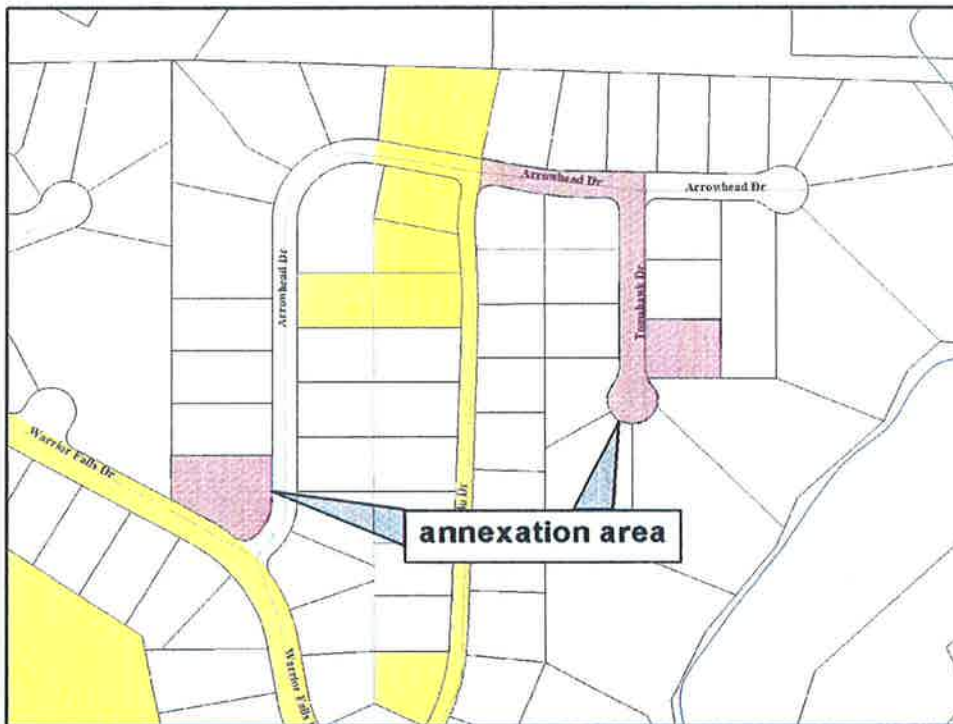
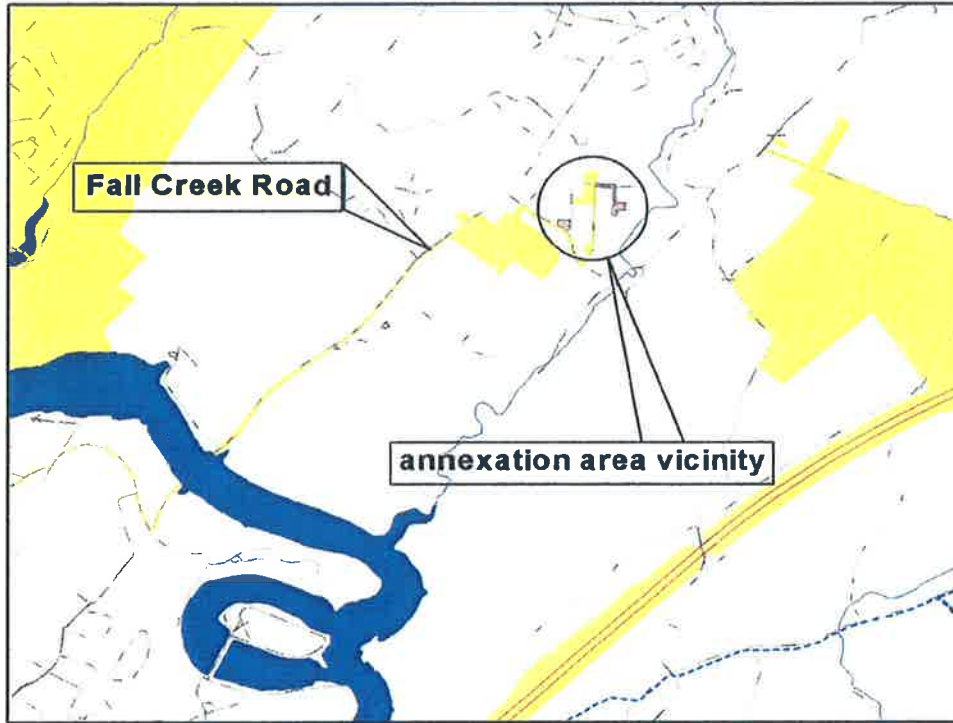
DENNIS PHILLIPS
Mayor

ATTEST:

JAMES H. DEMMING
City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney





**AGENDA ACTION FORM****Public Hearing and Consideration of Ordinances to Annex/ Amend Zoning of the Wingate Road Annexation and Consideration of a Resolution Adopting the Plan of Services**

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF: 3-2009
Work Session: January 12, 2009
First Reading: January 13, 2009

Final Adoption: February 3, 2009
Staff Work By: K. Weems
Presentation By: K. Weems

Recommendation:

- Hold public hearing
- Approve ordinance for the Wingate Road annexation
- Approve ordinance amending the zoning ordinance for the Wingate Road annexation
- Approve resolution adopting a plan of services for the annexation area

Executive Summary:

This is the "Wingate Road" annexation, consisting of approximately 715 feet of Wingate Road. The proposed city zoning for the area is R-1B. Adjacent zoning consists of City PD and R-1B zoning, as well as County R-1 zoning. Both water and sanitary sewer already serve the annexation area. During its November 2008 regular meeting, the Kingsport Regional Planning Commission voted unanimously (5-0) to send a positive recommendation for the annexation, zoning, and plan of services to the Board of Mayor and Aldermen for this annexation. This item has received zero opposition as of January 5, 2009. The Notice of Public Hearing was published on December 29, 2008.

Attachments:

1. Staff Report
2. Notice of Public Hearing
3. Cost Analysis
4. Annexation Ordinance
5. Zoning Ordinance
6. Resolution
7. Map

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

**ANNEXATION REPORT
WINGATE ROAD ANNEXATION, FILE: 08-301-00028**

TO: KINGSFORT REGIONAL PLANNING COMMISSION

FROM: Ken Weems, Planner

DATE: 29 October 2008

APPLICANT: City of Kingsport

REQUESTED ACTION: Annexation and zoning of approximately 715 feet of Wingate Road

LOCATION: The annexation area consists of Wingate Road

EXISTING LAND USE: County Road

PROPOSED USE: City Road

SURROUNDING ZONING DISTRICTS & LAND USES:

North: City PD Zoning (Willowbrook Development)

South: County R-1 zoning/ Reservoir Road

East: City R-1B zoning/ single family homes & County R-1 zoning/
(single family use)

West: City PD Zoning (Willowbrook Trace)

PROPOSED ZONING: City R-1B

LAND USE PLAN (S):

The 2010 Land Use Plan & the County Land Use Plan addresses this area as Single Family use.

UTILITIES:

Both water and sanitary sewer serve the annexation area

TRANSPORTATION:

Wingate Road (approximately 715' in length/ approximate 40' right-of-way)

POPULATION:

Zero

PHYSICAL CHARACTERISTICS:

Flat terrain

OPTIONS: The Planning Commission's options are the following:

1. Send a favorable recommendation for annexation to the Board of Mayor and Alderman.
2. Recommend disapproving the annexation, stating the reasons in writing.
3. Postpone action until additional information is presented.

STAFF RECOMMENDATION:

The Planning Division recommends option #1, the annexation of the parcel identified in this study to the Planning Commission and the Board of Mayor and Aldermen. The rationale for this recommendation is based on the following:

1. The City of Kingsport should utilize annexation as urban development occurs and is necessary for present and future growth in an orderly manner.
2. Annexation spurs economic growth by providing basic services at a reasonable cost and allows those costs to be spread fairly to all who enjoy those services.
3. The City of Kingsport can provide services through its Plan of Services that the County cannot provide to the residents of the area.
4. It is reasonably necessary for the welfare of the residents and property owners of the affected territory.
5. It is reasonably necessary for the welfare of the residents and property owners of the municipality as a whole.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN to all citizens of the City of Kingsport, Tennessee, to all persons interested, and the public at large that the City of Kingsport Board of Mayor and Aldermen will conduct a Public Hearing during its regular business meeting on Tuesday, January 13, 2009, to consider the annexation, zoning, and plan of services for the Wingate Road annexation. The regular business meeting will begin at 7:00 p.m. in the large courtroom located on the second floor of City Hall, at 225 W. Center Street, Kingsport, Tennessee.

The property proposed for annexation is generally described as follows:

BEGINNING at a point, said point being the southwestern right-of-way of Wingate Road in common with the northern right-of-way of Reservoir Road, thence in a northwesterly direction, following the western right-of-way of Wingate Road, approximately 732 feet to a point, said point being the northwestern corner of the right-of-way of Wingate Road, thence in a northeasterly direction, following the northern right-of-way of Wingate Road, approximately 40 feet to a point, thence in a southeasterly direction, following the eastern right-of-way of Wingate Road, approximately 628 feet to a point, said point being the southwestern corner of parcel 37 in common with the eastern right-of-way of Wingate Road, thence in an easterly direction, following the right-of-way of Wingate Road, approximately 51 feet to a point, said point being the northern right-of-way of Wingate Road in common with parcel 37, thence in a southwesterly direction, following the northern right of way of Reservoir Road, approximately 129 feet to the point of BEGINNING, and being all of Wingate Road, approximately 715 feet in length, as shown on the 2008 Sullivan County Tax Maps 75M and 75L.

All interested persons are invited to attend this meeting and public hearing. A detailed map, description, and plan of services document is on file in the offices of the City Manager, Planning Manager, and Kingsport Library for inspection. Additional information concerning this proposal may be obtained by contacting the Kingsport Planning Division of the Development Services Department, telephone 423-229-9485.



CITY OF KINGSFORT
Liz Gilbert, City Clerk
P1T: 12/29/08

Wingate Road Annexation

COST/BENEFIT ANALYSIS

Revenues	One Time	Reoccurring	(LOSS from current)
Property Taxes	X	X	X
State Shared	X	X	X
In County Water Rate	X	X	X
In City Water Rate	X	X	X
In County Sewer Rate	X	X	X
In City Sewer Rate	X	X	X
Other: Water Taps	X	X	X
Sewer Tap Fees	X	X	X
Total	\$0.00	\$0.00	X

Expenses	One Time	Reoccurring
Operating Budget		
Police	0.00	0.00
Fire	0.00	0.00
Street Lighting	1,470.00	570.00
Recreation	0.00	0.00
Zoning Services	0.00	0.00
Schools	0.00	0.00
Traffic Controls	0.00	0.00
Streets & Sanitation	0.00	0.00
Subtotal	1,470.00	570.00
Capital Budget		
Water	0.00	0.00
Sewer	0.00	0.00
Roads	0.00	0.00
Schools	0.00	0.00
Police - Car	0.00	0.00
Subtotal	0.00	0.00
Grand Total	1,470.00	570.00

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO ANNEX THAT CERTAIN TERRITORY ADJOINING THE PRESENT CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, EMBRACING THAT CERTAIN PART OF THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY, TENNESSEE, AND KNOWN AS THE WINGATE ROAD ANNEXATION, AS HEREINAFTER DESCRIBED; TO INCORPORATE THE SAME WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF KINGSPORT, TENNESSEE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, a public hearing before the Board of Mayor and Aldermen of the City of Kingsport, Tennessee, was held on the 13th day of January, 2009, and notice thereof published in the Kingsport Times-News on the 29th day of December, 2008; and

WHEREAS, the board of mayor and aldermen finds that the annexation will materially benefit the health, safety, and welfare of the citizens and property owners of the city and the territory annexed; and

WHEREAS, the annexation of such property is deemed necessary for the welfare of the residents and property owners thereof and the city as a whole; and

WHEREAS, a plan of services for this area was adopted by Resolution the 13th day of January, 2009 as required by Tenn. Code Ann., 6-51-102, et seq.

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. Pursuant to the authority conferred by Tennessee Code Annotated §6-51-102 et seq. there is here by annexed to the City of Kingsport, Tennessee, and incorporated within the corporate boundaries thereof, the following described territory adjoining the present corporate boundaries: embracing that certain part of Civil District No. 13 of Sullivan County, Tennessee, and more fully described to-wit:

BEGINNING at a point, said point being the southwestern right-of-way of Wingate Road in common with the northern right-of-way of Reservoir Road, thence in a northwesterly direction, following the western right-of-way of Wingate Road, approximately 732 feet to a point, said point being the northwestern corner of the right-of-way of Wingate Road, thence in a northeasterly direction, following the northern right-of-way of Wingate Road, approximately 40 feet to a point, thence in a southeasterly direction, following the eastern right-of-way of Wingate Road, approximately 628 feet to a point, said point being the southwestern corner of parcel 37 in common with the eastern right-of-way of Wingate Road, thence in an easterly direction, following the right-of-way of Wingate Road, approximately 51 feet to a point, said point being the northern right-of-way of Wingate Road in common with parcel 37, thence in a southwesterly direction, following the northern right of way of Reservoir Road, approximately 129 feet to the point of BEGINNING, and being all of Wingate Road,

approximately 715 feet in length, as shown on the 2008 Sullivan County Tax Maps 75M and 75L.

SECTION II. That this ordinance shall take effect from and after the date of its passage, as the law directs, the public welfare of the citizens of Kingsport, Tennessee, requiring it.

DENNIS R. PHILLIPS
Mayor

ATTEST:

APPROVED AS TO FORM:

ELIZABETH A. GILBERT
Deputy City Recorder

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

ORDINANCE NO. _____

AN ORDINANCE TO FURTHER AMEND THE ZONING CODE, TEXT AND MAP, TO ZONE PROPERTY ALONG WINGATE ROAD TO R-1B, RESIDENTIAL DISTRICT, IN THE 13TH CIVIL DISTRICT OF SULLIVAN COUNTY; TO FIX A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, AS FOLLOWS:

SECTION I. That the zoning code, text, and map, be and the same is hereby further amended to rezone property along Wingate Road to R-1B, Residential District in the 13th Civil District of Sullivan County; said property to be rezoned being further and more particularly described as follows:

BEGINNING at a point, said point being the southwestern right-of-way of Wingate Road in common with the northern right-of-way of Reservoir Road, thence in a northwesterly direction, following the western right-of-way of Wingate Road, approximately 732 feet to a point, said point being the northwestern corner of the right-of-way of Wingate Road, thence in a northeasterly direction, following the northern right-of-way of Wingate Road, approximately 40 feet to a point, thence in a southeasterly direction, following the eastern right-of-way of Wingate Road, approximately 628 feet to a point, said point being the southwestern corner of parcel 37 in common with the eastern right-of-way of Wingate Road, thence in an easterly direction, following the right-of-way of Wingate Road, approximately 51 feet to a point, said point being the northern right-of-way of Wingate Road in common with parcel 37, thence in a southwesterly direction, following the northern right of way of Reservoir Road, approximately 129 feet to the point of BEGINNING, and being all of Wingate Road, approximately 715 feet in length, as shown on the 2008 Sullivan County Tax Maps 75M and 75L.

SECTION II. Any person violating any provisions of this ordinance shall be guilty of an offense and upon conviction shall pay a penalty of FIFTY DOLLARS (\$50.00) for each offense. Each occurrence shall constitute a separate offense.

SECTION III. That this ordinance shall take effect from and after the date of its passage and publication, as the law directs, the public welfare of the City of Kingsport, Tennessee requiring it.

DENNIS R. PHILLIPS
Mayor

ATTEST:

ELIZABETH A. GILBERT
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY
City Attorney

PASSED ON 1ST READING _____
PASSED ON 2ND READING _____

RESOLUTION NO.

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE WINGATE ROAD ANNEXATION OF THE CITY OF KINGSPORT, TENNESSEE

WHEREAS, before any territories may be annexed under Tennessee Code Annotated §6-51-102, the governing body shall have previously adopted a plan of services setting forth the identification and timing of municipal services; and

WHEREAS, before any such plan of services shall have been adopted, it must have been submitted to the local planning commission for study and a written report; and

WHEREAS, a plan of services for the proposed annexation of the Wingate Road Annexation Property was submitted to the Kingsport Regional Planning Commission on 20 November 2008, for its consideration and a written report; and

WHEREAS, prior to the adoption of a plan of services, the City shall hold a public hearing; and

WHEREAS, a public hearing was held January 13, 2009; and

WHEREAS, notice of the time and place of the public hearing shall be published in a newspaper of general circulation in the municipality a minimum of seven (7) days prior to the hearing; and

WHEREAS, notice of the time and place of the public hearing was published in the Kingsport Times-News on December 29, 2008; and

WHEREAS, the City of Kingsport, pursuant to the provisions of Tennessee Code Annotated, §6-51-102 has endeavored to annex a portion of the 13th Civil District of Sullivan County, Tennessee, commonly known as the Wingate Road Annexation, said area being bounded and further described as follows:

BEGINNING at a point, said point being the southwestern right-of-way of Wingate Road in common with the northern right-of-way of Reservoir Road, thence in a northwesterly direction, following the western right-of-way of Wingate Road, approximately 732 feet to a point, said point being the northwestern corner of the right-of-way of Wingate Road, thence in a northeasterly direction, following the northern right-of-way of Wingate Road, approximately 40 feet to a point, thence in a southeasterly direction, following the eastern right-of-way of Wingate Road, approximately 628 feet to a point, said point being the southwestern corner of parcel 37 in common with the eastern right-of-way of Wingate Road, thence in an easterly direction, following the right-of-way of Wingate Road, approximately 51 feet to a point, said point being the northern right-of-way of Wingate Road in common with parcel 37, thence in a southwesterly direction, following the northern right of way of Reservoir Road, approximately 129 feet to the point of

BEGINNING, and being all of Wingate Road, approximately 715 feet in length, as shown on the 2008 Sullivan County Tax Maps 75M and 75L.

AND WHEREAS, the City of Kingsport deems it advisable to adopt a Plan of Services for the proposed annexation area. Now, therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF KINGSFORT, TENNESSEE, as follows:

SECTION I. That a Plan of Services for the Wingate Road Annexation as bounded and described above is hereby adopted, subject to an enactment of an annexation ordinance for the annexation area, the said Plan of Services to be as follows:

Wingate Road Annexation Plan of Services

1. Police Protection

- A. On the date of annexation the Kingsport Police Department will respond to all calls for service for police protection, including criminal calls, traffic accidents and traffic related occurrences, and other prevention and interdiction calls for service.
- B. Effective with annexation, all resources currently available within the Kingsport Police Department will become available to the citizens of the area. The Kingsport Police Department has an authorized accredited force of 103 police officers and approximately 60 civilian personnel to provide services 24-hours per day, 365 days a year.
- C. The Kingsport Police Department is accredited with the *Commission on Accreditation for Law Enforcement Agencies* and has met 312 mandatory and 100 optional standards in order to attain this status. Kingsport Police Department was only the third accredited department in the State of Tennessee and the first in northeast Tennessee.
- D. Upon annexation, existing police department personnel will be utilized to provide services by expanding the contiguous patrol sections to include the newly incorporated area. Existing police personnel and equipment will be shifted to provide needed coverage of the area. Each section will be patrolled by units of the Kingsport Police Department and will be augmented by other departments and units such as investigators, specialized assigned details etc.
- E. When needed, the Kingsport Police Department will hire additional police officers to provide more response to annexed areas. The officers will undergo seven hundred twenty (720) hours of basic recruit training before being certified as a police officer. Upon completion of the classroom training, the officers will undergo six hundred forty (640) hours of field office training where they will work and be trained by designated training officers.

- F. The Kingsport Police Department will provide upon request crime prevention programs, traffic safety education programs, drug education/awareness programs including D.A.R.E. to the citizens of the area. Additional programs include department personnel to address groups on law enforcement topics or concerns, home and business security checks and establishing and maintaining neighborhood watch programs.
- G. The Kingsport Police Department currently maintains a 4.5-minute response time to all incidents within the corporate limits.

2. Fire Protection

- A. On the operative date of annexation, the City of Kingsport will answer all calls for service for fire, disaster, hazardous materials, special rescue and medical first responder. The Kingsport Fire Department goes beyond the basic fire services required of a City Government.
- B. The City of Kingsport Fire Department is an Internationally Accredited Agency, one of only two in the State of Tennessee. We operate 6 fire stations, housing fire suppression, hazardous materials, rescue and other emergency equipment. Staffed by 94 full-time professional firefighters, 24 hours a day, 365 days a year to provide service. The City of Kingsport maintains a Class 3 insurance rating saving its residents the most possible on their insurance rates. Our response time average is approximately 4 minutes, 15 seconds after we receive the call from our dispatch center.
- C. Free fire safety inspections will be available upon request on the effective date of annexation. Water lines will be upgraded within five (5) years after the effective date of annexation to provide needed fire flow to protect the properties.
- D. All structures must be brought into compliance with the City-wide smoke detector ordinance within thirty (30) days of the effective date of annexation. This is strictly to provide residents with the best fire protection service available.
- E. The City of Kingsport Fire Department has a Hazardous Materials Response Team, which has state-of-the-art equipment to handle all calls of an emergency nature dealing with incidents relating to hazardous chemicals. The department also has a Technical Rescue Team that has specialized rescue capabilities and equipment for all types of hazards.
- F. The City of Kingsport Fire Department provides First Responder emergency medical services to all life-threatening medical emergencies resulting from serious illness or injury. We provide advanced life support (paramedics) for victims until ambulance service arrives for transport.

3. Water

Not applicable

4. Electricity

Electric service in this area is currently under the jurisdiction of AEP and is currently available. Street lighting will be provided generally within five years of the City of Kingsport's request for such service.

5. Sanitary Sewer

Not applicable

6. Solid Waste Disposal

Not applicable

7. Public Road/Street Construction & Repair

- A. Emergency and routine maintenance of streets and street signs, pavement markings and other traffic control devices will begin on the operative date of annexation. Emergency pothole repairs are generally made within 24 hours of notification. Crews are available on a 24 hour basis for major emergency call-outs.
- B. Cleaning of streets of snow and ice clearing will begin on the operative date of annexation on the same basis as now provided within the present City limits. This includes major thoroughfares, State highways and emergency route to hospitals as first priority, with secondary/collector streets and finally residential streets in that order as priority II. Snow removal crews receive yearly training to help keep them up to date with changes in procedures and techniques. Snow removal crews also respond on a 24 hour emergency call in basis.
- C. Streets affected by utility construction will be repaired as soon as possible after the utility construction is completed.
- D. Routine Right of Way maintenance is also provided on the effective date of annexation. These crews include a certified Arborist, certified Pesticide Applicators, and other trained personnel to respond to emergencies and routine maintenance requests.
- E. The Streets and Sanitation Division is managed and supervised by a professional staff who are members in good standing of several Professional Organizations such as the Tennessee Chapter of the American Public Works Association, the national chapter of the American Public Works Association, the Volunteer Chapter of the Solid Waste Association of North America, the national chapter of the Solid Waste Association of North America, the Tennessee Urban Forestry Council, the Tennessee Nursery and Landscape Association, National Arbor Day Association, Tennessee Vegetation Management Association, and the Keep Kingsport Beautiful Council. The staff receives ongoing training through these Professional Organizations. Members of the staff are active in their respective organizations. Members of the staff also serve as trainers and instructors for various training venues.

8. Recreational Facilities

Not applicable

9. Street Lighting

Within five years of the operative date of annexation the City will take over responsibility (including payment) for dusk-to-dawn lights presently in place that meet City standards. The City will request that AEP install additional streetlights on collector-class and lower streets in accordance with the policy on roadway lighting within five (5) years of the effective date of annexation. Lighting on minor and major arterials will be installed per prevailing city policy.

10. Zoning Services

- A. The area will be zoned R-1B, Residential District as this district is compatible with the Counties R-1 Low Density Residential zoning district.
- B. The Kingsport Regional Planning Commission is the comprehensive planning agency and administers zoning and land subdivision regulations for the City of Kingsport as provided in State law. The Kingsport Regional Planning Commission consists of nine (9) commissioners appointed by the Mayor of the City of Kingsport.
- C. The Kingsport Regional Planning Commission will exercise planning and zoning activities for the area being annexed upon the operative date of annexation. The area will be incorporated into the city limits of the City as part of the five-year long-range annexation plan adopted by the Kingsport Regional Planning Commission for this area.
- D. Appeals to Zoning regulations are heard by the Board of Zoning Appeals and variances are granted if the request meets the criteria established for granting variances under Tennessee Code Annotated.

11. Schools

Not applicable

The previous sections are titled and listed in the order prescribed by Tennessee Code Annotated 6-51-102(b) (2). The following sections are provided by the City of Kingsport in addition to the minimum requirements.

12. Traffic Control

The City will verify all street name signs and traffic control devices in accordance with the Manual on Uniform Traffic Control Devices.

13. Inspection Services

All inspection services now provided by the City on a fee basis (building, electrical, plumbing, gas, housing, sanitation, etc.) will begin in the annexed area on the effective date of annexation. A free safety inspection of plumbing vents will be required at the time sewer connections are made to make sure that proper protection is available to prevent sewer gas from entering houses.

14. Animal Control

Animal control service equivalent to that presently provided within the City will be extended to the annexed area on the effective date of annexation.

15. Storm Sewers

The installation of any needed storm sewers will be accomplished in accordance with existing standards and engineering principles provided for by present City policies. Maintenance of existing storm sewer and drainage systems is also provided on an as needed basis. Response to emergency storm drainage calls is also provided on a 24 hour call in basis.

16. Leaf Removal

The City will collect loose leaves with the vacuum truck between October 1 and January 15, and it will be provided to the annexation area on the same basis as it is currently provided to other City residents beginning on the effective date of annexation. Bagged leaves are collected year round. Leaves are transported to the City's Demolition Landfill where they are composted and used as an amendment to existing dirt stockpiles. This enhanced dirt is then used on City Projects for backfill and topsoil applications.

17. Litter Control

The City's litter control program will be extended to the area on the effective date of annexation. It is provided biweekly along major commercial routes and on an "as needed/on call" basis in other areas.

18. Graffiti Control

The City's graffiti control program, which is aimed at eliminating graffiti on public rights-of-way such as bridge abutments, street signs, railroad underpasses, and the like, will be extended to the area on the effective date of annexation. It is provided on an "as needed/on call" basis. Response time for "offensive" graffiti removal is generally within 48 hours.

19. Other Services

All other services not classified under the foregoing headings such as Executive, Judicial, Legal, Personnel, Risk Management, Fleet Maintenance, Finance and Administration and other support services will be available upon the effective date of annexation.

SECTION II. This Resolution shall be effective from and after its adoption, the public welfare requiring it.

ADOPTED this the 13th day of January 2009.

ATTEST:

DENNIS R. PHILLIPS, Mayor

ELIZABETH A. GILBERT
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney



**AGENDA ACTION FORM****Consideration of a Resolution Approving a \$19,000 Donation from the Arts Council of Greater Kingsport for the Kingsport Public Art Program and Consideration of an Ordinance to Appropriate the Funds**

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF- 8-2009
Work Session: January 12, 2009
First Reading:

Final Adoption: January 13, 2009
Staff Work By: B. Macdonald/ J. Smith
Presentation By: Bonnie Macdonald

Recommendation:

Approve the Resolution and Ordinance.

Executive Summary:

Donations totaling \$19,000 have been accepted by the Arts Council of Greater Kingsport in support of the Public Art Program of the City of Kingsport.

\$10,000 donation by the First Tennessee Foundation for the Higher Education Community Art Public Art Project

\$9,000 in donations from the following individuals and companies in support of the Sculpture Walk Exhibition: Eastman Chemical Company, First Tennessee Bank, Wayne Basler, Woodland Garden and Art Guild, Regional Eye Center, Main Art Center and Downtown Kingsport Association, Buddy and Jane Scott, Jr., Scott and Bonnie Macdonald

Attachments:

1. Resolution.
2. Ordinance

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A \$19,000 DONATION FROM
THE ARTS COUNCIL OF GREATER KINGSPORT FOR THE
KINGSPORT PUBLIC ART PROGRAM**

WHEREAS, the Arts Council of Greater Kingsport desires to donate \$19,000 to the city in support of the Kingsport Public Art Program; and

WHEREAS, the donated funds will be used for the Kingsport Public Art Program's Sculpture Walk Exhibition and Higher Education Community Art Public Art Project.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the donation, in the amount of \$19,000, to the city from the Arts Council of Greater Kingsport for the Kingsport Public Art Program's Sculpture Walk Exhibition and the Higher Education Community Art Public Art Project is accepted.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 13th day of January, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED CITY RECORDER

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE PROJECT-SPECIAL REVENUE FUND BUDGET BY APPROPRIATING FUNDS RECEIVED FROM THE ARTS COUNCIL OF GREATER KINGSPORT TO THE SCULPTURE WALK EXHIBITION PROJECT (NC0710) AND TO THE COMMUNITY ART PROJECT (NC0906); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project - Special Revenue Fund budgets be amended by appropriating funds received from the Arts Council of Greater Kingsport in to the Sculpture Walk Exhibition Project (NC0710) in the amount of \$9,000 and to the Community Art Project (NC0906) in the amount of \$10,000 to be used for the art at the Kingsport Higher Education Center.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
------------------------------------	---------------	--------------------------	-------------------

Fund 111: General Proj-Special Rev Fund
KPRT Art & Sculpture Walk (NC0710)

<u>Revenues:</u>	\$	\$	\$
111-0000-332-3200 TN Arts Commission	9,973	0	9,973
111-0000-364-3000 From Non-Profit Groups	20,975	9,000	29,975
111-0000-391-0100 From General Fund	53,658	0	53,658
Totals:	84,606	9,000	93,606

<u>Expenditures:</u>	\$	\$	\$
111-0000-601-9006 Purchases Over \$5,000	1,715	0	1,715
111-0000-601-1020 Social Security	388	0	388
111-0000-601-1040 Retirement	200	0	200
111-0000-601-1060 Workmen's Comp	70	0	70
111-0000-601-2010 Advertising & Publication	5,000	0	5,000
111-0000-601-2020 Professional Consultant	55,993	9,000	64,993
111-0000-601-2040 Travel Expense	5,000	0	5,000
111-0000-601-2099 Miscellaneous	6,240	0	6,240
111-0000-601-3012 Food	5,000	0	5,000
111-0000-601-3020 Operating Supplies & Tools	5,000	0	5,000
Totals:	84,606	9,000	93,606

Fund 111: Gen. Project -Special Rev Fund
Community Art Project (NC0906)

<u>Revenues:</u>	\$	\$	\$
111-0000-364-3000 From Non-Profit Groups	0	10,000	10,000
Totals:	0	10,000	10,000

Expenditures:

111-0000-601-2020 Professional Consultant

Totals:

\$	\$	\$
0	10,000	10,000
0	10,000	10,000

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

ATTEST:

DENNIS R. PHILLIPS, Mayor

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper to Apply for and Receive Regional Touring Grant from the Southern Arts Federation and Consideration of an Ordinance to Appropriate the Funds

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

A handwritten signature in blue ink, appearing to read "John G. Campbell", is written over the printed name of the City Manager.

Agenda Form No.: AF-9-2009
 Work Session: January 12, 2009
 First Reading: January 13, 2009

Final Adoption: February 3, 2009
 Staff Work: B. Macdonald, J. Smith, M. Baker
 Presentation: Bonnie Macdonald

Recommendation:

Approve the Resolution and Ordinance

Executive Summary:

Cultural Arts Division will apply to the Southern Arts Federation for a Regional Touring Grant to provide a public performance and educational outreach of the Alley II Dance Troop in October 2009 at the Eastman Employee Center. SAF grant for \$6,500 will be matched 1:1 from the Art Nights/City Lights project account.

Attachments:

1. Resolution
2. Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE A SOUTHERN ARTS FEDERATION REGIONAL TOURING GRANT FOR A PUBLIC PERFORMANCE AND EDUCATIONAL OUTREACH BY THE AILLEY II DANCE TROOP

WHEREAS, funds, in the amount of up to \$6,500, are available from a Southern Arts Federation Regional Touring Grant to provide a public performance and educational outreach by the Ailley II Dance Troop in October 2009; and

WHEREAS, the grant requires dollar for dollar matching funds which will be provided from the Cultural Arts Division Art Nights/City Lights project account; and

WHEREAS, certain documents must be completed and executed to receive the funds.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Southern Arts Federation Regional Touring Grant, in the amount of up to \$6,500 and requiring dollar for dollar matching funds, to provide a public performance and educational outreach by the Ailley II Dance Troop.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 13th day of January, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

PRE-FILED

ORDINANCE NO. _____ **CITY RECORDER**

AN ORDINANCE TO AMEND THE CULTURE ARTS
BUDGET IN THE GENERAL FUND BY
TRANSFERRING FUNDS TO ESTABLISH THE
ART NIGHTS CITY LIGHTS PROJECT (NC0905)
FOR THE FISCAL YEAR ENDING JUNE 30, 2009;
AND TO FIX THE EFFECTIVE DATE OF THIS
ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the Cultural Arts budget in the General Fund be amended by transferring funds from the operating budget in the amount of \$12,000 to establish the Art Nights City Lights project (NC0905) and to provide the 1:1 local match of \$6,500 for the Southern Arts Foundation grant.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 110: General Fund			
<u>Expenditures:</u>	\$	\$	\$
110-4505-471-2020 Professional Consultant	18,000	(12,000)	6,000
110-4804-481-7035 To Gen Proj - Spec Rev	515,000	12,000	527,000
Totals:	533,000	0	533,000
Fund 111: General Project-Special Rev Fund			
<u>Art Nights City Lights Project (NC0905)</u>			
<u>Revenues:</u>	\$	\$	\$
111-0000-391-0100 From General Fund	0	12,000	12,000
Totals:	0	12,000	12,000
<u>Expenditures:</u>	\$	\$	\$
111-0000-601-2020 Professional Consultant	0	12,000	12,000
Totals:	0	12,000	12,000

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

ATTEST:

DENNIS R. PHILLIPS, Mayor

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate Funding for the Demolition of Portions of the Existing V.O. Dobbins Community Center

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Agenda Form No.: AF 5 - 2009
 Work Session: January 12, 2009
 First Reading: January 13, 2009

Final Adoption: February 3, 2009
 Staff Work: McCart/Billingsley/Crawford
 Presentation: McCart

BMA Strategic Plan 2005-2006

(CV=Core Value, KSF=Key Success Factor, KSO = Key Strategic Objective)

Recommendation: Approve the Ordinance.

Executive Summary:

This is the first phase for the renovation of the V.O. Dobbins Community Center which will include the demolition of the auditorium and James Street as well as the construction of the new mechanical room. Additionally, this contract will provide temporary HVAC units for the existing offices of UETHDA to allow for their continued operation during construction. The low bidder on the project was C&T construction with a bid of \$365,770. Funding in the amount of \$186,374 will be transferred from the Higher Education Center to project GP0907 (V.O. Dobbins) to cover the costs. Work is anticipated to begin in February and will last approximately 60 days.

Attachments:

1. Budget Ordinance

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

ORDINANCE NO. _____

PRE-FILED CITY RECORDER

AN ORDINANCE TO AMEND THE GENERAL PROJECT FUND BUDGETS BY TRANSFERRING FUNDS FROM THE HIGHER EDUCATION CENTER PROJECT(GP0726) TO THE VO DOBBINS RENOVATIONS PROJECT (GP0907); AND TO FIX THE EFFECTIVE DATE OF THIS ORDINANCE

BE IT ORDAINED BY THE CITY OF KINGSPORT, as follows:

SECTION I. That the General Project Fund budgets be amended by transferring funds in the amount of \$186,374 from the Higher Education Center (GP0726) to the VO Dobbins Renovations project (GP0907) for the demolition phase for VO Dobbins.

<u>Account Number/Description:</u>	<u>Budget</u>	<u>Incr/<Decr></u>	<u>New Budget</u>
Fund 311: General Project Fund			
Higher Education Center (GP0726)			
Revenues:	\$	\$	\$
311-0000-331-3200 Fed Rev/ARC	50,000	0	50,000
311-0000-331-3401 Public Works Invest.	1,850,000	0	1,850,000
311-0000-364-2000 From Corporations	10,000	0	10,000
311-0000-368-1031 G.O. Pub Improv Series 2007	700,000	0	700,000
311-0000-368-1034 Bond Proceeds/Series 2008-B G.O.	10,901,100	(186,374)	10,714,726
311-0000-391-0100 From General Fund	1,486,922	0	1,486,922
Totals:	14,998,022	(186,374)	14,811,648
Expenditures:	\$	\$	\$
311-0000-601-1010 Salaries & Wages	1,219	0	1,219
311-0000-601-1020 Social Security	87	0	87
311-0000-601-1030 Health Insurance	178	0	178
311-0000-601-1040 Retirement	203	0	203
311-0000-601-1050 Life Ins	9	0	9
311-0000-601-1052 Long Term Disability	7	0	7
311-0000-601-1060 Workmen's Comp	45	0	45
311-0000-601-1061 Unemployment Ins	1	0	1
311-0000-601-2022 Construction Contracts	60,628	904	61,532
311-0000-601-2023 Arch/Eng/Landscaping	1171,711	14,916	1,186,627
311-0000-601-2097 State Review & Permits	50	0	50
311-0000-601-4041 Bond Sale	163,708	0	163,708
311-0000-601-9001 Land	1,367,793	0	1,367,793
311-0000-601-9002 Buildings	10,332,383	0	10,332,383
311-0000-601-9003 Improvements	822,550	(202,194)	620,356
311-0000-601-9012 Leed Green Building	1,077,450	0	1,077,450
Totals:	14,998,022	(186,374)	14,811,648

Fund 311: General Project Fund
VO Dobbins Renovations Project (GP0907)

Revenues:

	\$	\$	\$
311-0000-368-1031 G.O. Pub Improv Series 2007	230,000	0	230,000
311-0000-368-1034 Bond Proceeds/Series 2008-B G.O.	263,900	186,374	450,274
Totals:	493,900	186,374	680,274

Expenditures:

	\$	\$	\$
311-0000-601-2023 Arch/Eng/Landscaping	493,900	0	493,900
311-0000-601-9003 Improvements	0	186,374	186,374
Totals:	493,900	186,374	680,274

SECTION II. That this Ordinance shall take effect from and after its date of passage, as the law direct, the welfare of the City of Kingsport, Tennessee requiring it.

ATTEST:

DENNIS R. PHILLIPS, Mayor

APPROVED AS TO FORM:

JAMES H. DEMMING
City Recorder

J. MICHAEL BILLINGSLEY, City Attorney

PASSED ON 1ST READING: _____

PASSED ON 2ND READING: _____

**AGENDA ACTION FORM****Consideration of a Resolution to Authorize the Mayor to Sign all Documents Necessary to Apply and Receive a Library Services and Technology Act Direct Service Grant for Community Building Through Video Gaming in Libraries for an Amount up to \$5,000**

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Agenda Form No.: AF-4-2009
Work Session: January 12, 2009
First Reading: January 13, 2009

Final Adoption: January 13, 2009
Staff Work: Whittaker/Baker
Presentation: Whittaker

Recommendation:

Approve the resolution

Executive Summary:

The purpose of this grant is to create a video gaming environment in the library's auditorium for use of 'ii and Xbox 360 gaming programs for teens, for families and for seniors. With the installation of the consoles, LCD televisions and speakers in the auditorium, this space can also be used as a satellite/outreach space for video programs (such as bowling) led by Senior Center staff.

This grant does not require any matching funds.

Attachments:

1. Resolution

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE LIBRARY SERVICES AND TECHNOLOGY ACT DIRECT SERVICE GRANT FUNDS FOR COMMUNITY BUILDING THROUGH VIDEO GAMING IN THE KINGSPORT PUBLIC LIBRARY

WHEREAS, funds, in the amount of up to \$5,000, are available through a Library Services and Technology Act Direct Service Grant for community building through the creation of a video gaming environment in the Kingsport Public Library for use of Wii and Xbox 360 gaming programs for teens, for families and for senior citizens; and

WHEREAS, receipt of the grant does not require matching funds; and

WHEREAS, certain documents must be completed and executed to receive the grant funds.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive Library Services and Technology Act Direct Service Grant funds, in the amount of up to \$5,000, for community building through the creation of a video gaming environment in the Kingsport Public Library for use of Wii and Xbox 360 gaming programs for teens, for families and for senior citizens.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 13th day of January, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper to Apply for and Receive Arts Project Support Grant from the Tennessee Arts Commission

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF- 7-2009
 Work Session: January 12, 2009
 First Reading: January 13, 2009

Final Adoption: January 13, 2009
 Staff Work By: Bonnie Macdonald
 Morris Baker
 Presentation By: Bonnie Macdonald

Recommendation:

Approve the Resolution.

Executive Summary:

Tennessee Arts Commission Arts Project Support is an annual grant category. Funding from this grant will be used to support Kingsport Public Art Committee's Sculpture Walk Exhibition. Grant awarded will be matched 1:1 from the Kingsport Public Art Fund. The total amount applied for shall not exceed \$8,000. Grant application is due 1/20/09. Grants will be evaluated April 2009 and awarded for Fiscal Year 09-10 in June 2009.

Attachments:

1. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE FISCAL YEAR 2009-2010 TENNESSEE ARTS COMMISSION ARTS PROJECT SUPPORT GRANT FUNDS FOR THE SCULPTURE WALK EXHIBITION

WHEREAS, the city desires to apply for and receive fiscal year 2009-2010 Tennessee Arts Commission Arts Project Support Grant funds, in the amount of up to \$8,000, to be used for the Sculpture Walk Exhibition; and

WHEREAS, dollar for dollar local matching funds, in the amount of \$8,000, are required and will be provided the Cultural Arts Division Public Art Fund project account; and

WHEREAS, certain documents must be completed and executed to receive the funds.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive fiscal year 2009-2010 Tennessee Arts Commission Arts Project Support Grant funds, in the amount of \$8,000 and requiring dollar for dollar local matching funds in the amount of \$8,000, to be used for the Sculpture Walk Exhibition.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 13th day of January, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**AGENDA ACTION FORM****Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper to Apply for and Receive "Big Read" Grant from the National Endowment for the Arts**

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF- 10-2009
Work Session: January 12, 2009
First Reading: January 13, 2009

Final Adoption: January 13, 2009
Staff Work By: Bonnie Macdonald
Morris Baker
Presentation By: Bonnie Macdonald

Recommendation:

Approve the Resolution

Executive Summary:

The Big Read is an initiative of the National Endowment for the Arts in partnership with the Institute of Museum and Library Services designed to revitalize the role of literature in American culture and bring the transformative power of literature into the lives of its citizens. Grant awarded will be matched 1:1 from previously budgeted Cultural Arts Staff salary (in-kind work on project). The total amount applied for shall not exceed \$5,000. Grant application is due 2/3/09. 400 organizations from across the country will be selected. Selected communities will be notified mid April 2009.

Attachments:

1. Resolution

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND RECEIVE "BIG READ" GRANT FUNDING THROUGH THE NATIONAL ENDOWMENT FOR THE ARTS

WHEREAS, the city desires to apply for and receive "Big Read" grant funding, in the amount of up to \$5,000, through the National Endowment For the Arts to revitalize the role of literature in American culture; and

WHEREAS, dollar for dollar local matching funds, in the amount of \$5,000, are required and will be provided through previously budgeted Cultural Arts Division staff time; and

WHEREAS, certain documents must be completed and executed to receive the grant funds.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive "Big Read" grant funding, in the amount of up to \$5,000, through the National Endowment For the Arts.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 13th day of January, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

**AGENDA ACTION FORM****Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary and Proper to Apply for and Receive Southern Visions Shipping Subsidy Grant from the Southern Arts Federation**

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF- 11-2009
Work Session: January 12, 2009
First Reading: January 13, 2009

Final Adoption: January 13, 2009
Staff Work By: Bonnie Macdonald
Morris Baker
Presentation By: Bonnie Macdonald

Recommendation:

Approve the Resolution

Executive Summary:

The Southern Arts Federation will reimburse all shipping fees, less \$500 for any traveling exhibit from Southern Arts Federation *Southern Visions, The Southern Arts and Culture Traveling Exhibits Program*. The Cultural Arts Division will host and exhibit from *Southern Visions* in Spring 2009.

Attachments:

1. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER TO APPLY FOR AND
RECEIVE A SOUTHERN ARTS FEDERATION REGIONAL
SHIPPING SUBSIDY GRANT

WHEREAS, the city desires to apply for and receive shipping subsidy grant funds through the Southern Arts Federation; and

WHEREAS, if awarded, the grant will reimburse all shipping fees, less \$500, for any Southern Arts Federation Southern Visions, the Southern Arts and Culture Traveling Exhibits Program hosted by the city; and

WHEREAS, certain documents must be completed and executed to receive the funds.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, all documents necessary and proper to apply for and receive a Southern Arts Federation shipping subsidy grant to provide reimbursement of shipping fees, less \$500, for any Southern Arts Federation Southern Visions, the Southern Arts and Culture Traveling Exhibits Program hosted by the city.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 13th day of January, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute All Documents to Receive Federal Aviation Administration Grant Funding for Improvement Projects at the Tri-Cities Regional Airport

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-6-2009
 Work Session: January 12, 2009
 First Reading: January 13, 2009

Final Adoption: January 13, 2009
 Staff Work By: M. Billingsley
 Presentation By: M. Billingsley

Recommendation:

Approve the resolution.

Executive Summary:

The Tri-Cities Regional Airport should receive one or more federal grants from the Federal Aviation Administration during the federal fiscal year 2009. The exact dollar amount or the number of grants is currently unknown. The award of these grants can occur between February and October 2009. The attached resolution authorizes the mayor to execute grant agreements for these grants when and if they become available. This is similar to previous request for preauthorization for grants expected to be received for the airport. According to the letter from Airport Executive Director Patrick Wilson, a copy of which is attached, there will be no cost to the city associated with these grants.

Attachments:

1. Resolution
2. Letter of January 5, 2009 from Patrick W. Wilson

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY AND PROPER TO APPROVE AND ACCEPT ONE OR MORE FEDERAL FISCAL YEAR 2009 GRANTS THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR PROJECTS AT TRI-CITIES REGIONAL AIRPORT, TN/VA

WHEREAS, grants may be made available from the Federal Aviation Administration to the Tri-Cities Airport Commission for airport improvements to the Tri-Cities Regional Airport, TN/VA; and

WHEREAS, the airport owners are required to formally accept grants and authorize execution of documents relating thereto.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, all documents necessary and proper to approve, accept and enter into one or more federal fiscal year 2009 Grant Agreements with the United States of America, acting through the Federal Aviation Administration (FAA) for the purpose of obtaining federal funds to be used for capital projects at the Tri-Cities Regional Airport, TN/VA.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 13th day of January, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



January 5, 2009

Mr. John Campbell, City Manager
City of Kingsport, Tennessee
225 West Center Street
Kingsport, TN 37660

Dear Mr. Campbell:

The Tri-Cities Airport Commission is expecting to be awarded one or more federal grants from the U.S. Department of Transportation, Federal Aviation Administration for airport improvements at the Tri-Cities Regional Airport during the federal fiscal year 2009. The award of these grants will occur between February 2009 and October 2009. The U.S. Department of Transportation has not yet determined the exact dollar amount or number of these grants.

As one of the owners of the Tri-Cities Regional Airport, it will be necessary for the City of Kingsport, Tennessee to approve a resolution authorizing the Mayor to sign the grant agreement(s) when issued. We would request the approval of a resolution (suggested format enclosed) for acceptance of the grant(s) be accomplished at your meeting scheduled on January 20, 2009. As usual, there will be no cost to the City of Kingsport, Tennessee associated with these grants.

Please contact me if you need any additional information at this time. Thank you for your assistance in this matter.

Sincerely,

Patrick W. Wilson
Executive Director

Enclosure

c: Mr. Ken Maness
J. Parker Smith



Tri-Cities Airport Commission P.O. Box 1055 Blountville, Tennessee 37617-1055
www.TRIflight.com Phone (423) 325-6000 FAX (423) 325-6000 TDD (423) 325-6000



**AGENDA ACTION FORM****Consideration of a Resolution Authorizing the Mayor to Execute all Documents Necessary to Extend the Lease Agreement with James Palmer for City-Owned Real Property Located at 2102 East Center Street**

To: Board of Mayor and Aldermen
From: John G. Campbell, City Manager

Action Form No.: AF 13-2009
Work Session: January 12, 2009
First Reading: January 13, 2009

Final Adoption: January 13, 2009
Staff Work By: Mike Billingsley, Liz Gilbert
Presentation By: Designated Alderman Valerie Joh

BMA Strategic Plan 2005-2006

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #1: Value Citizens, #5: Excellence

KSF #1: Citizen Friendly Government; KSF #4: Stewardship of Public Funds

Recommendation: Approve the Resolution.

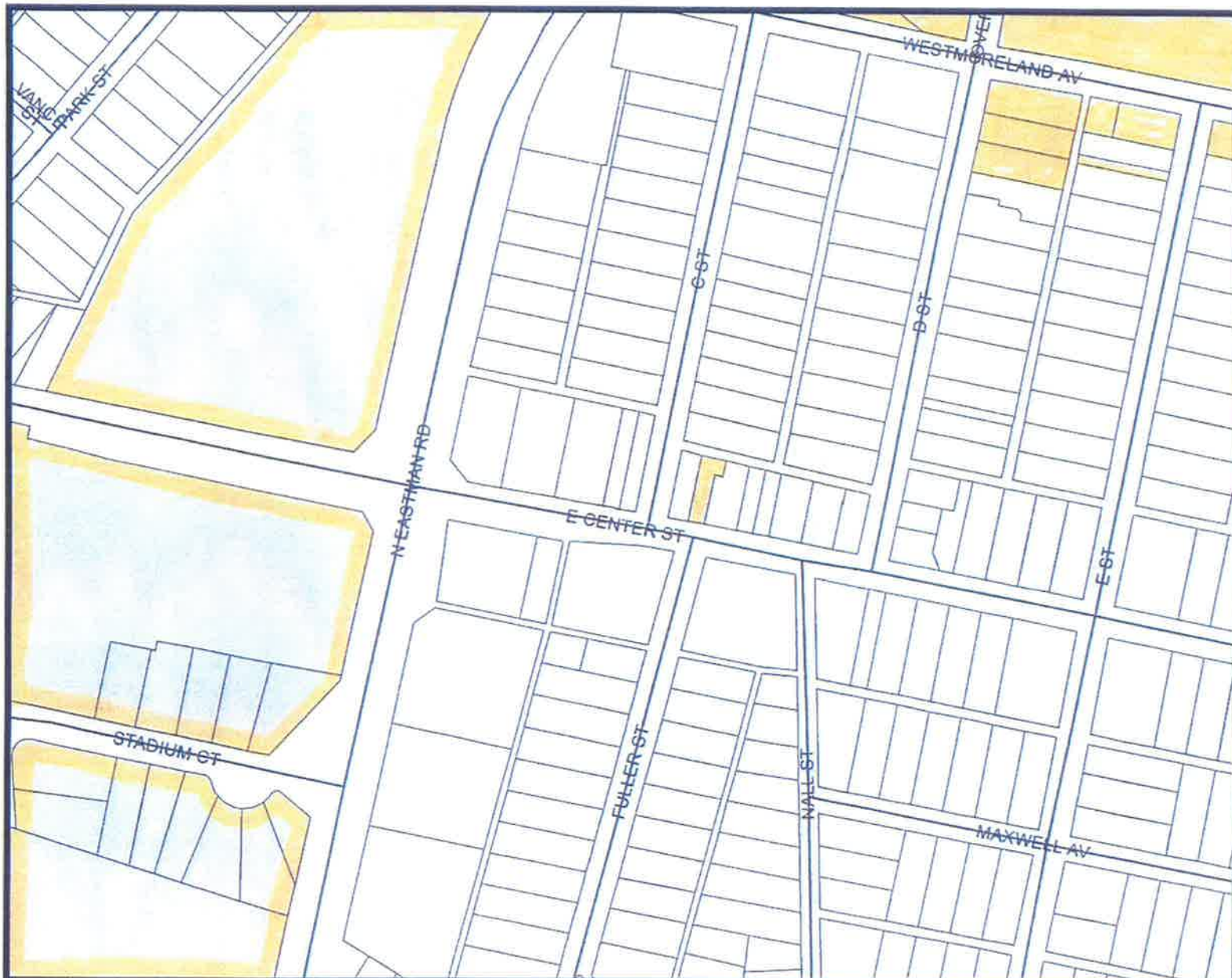
Executive Summary: On January 15, 2007, Board members voted to lease City-owned real property located at 2102 East Center Street to long-time Kingsport resident, Mr. James Palmer. This property was purchased by the City in 2000 to accomplish the demolition of a severely dilapidated, connected building located on adjacent property owned by Mr. Edgar Myers (2100 East Center Street) which will, in all likelihood, be acquired by the City through foreclosure of a lien in excess of \$23,000 for demolition costs, unpaid property taxes and interest. Acquisition of this adjoining lot will result in a marketable parcel of property 50' x 100' in size which Mr. Palmer would like to purchase. In the interim, Mr. Palmer has submitted a letter indicating his desire, in accordance with the terms of the Lease, to extend the term for another year. Designated Alderman Joh has agreed to continue the lease amount of \$480.00 per year, as set out in the original Lease.

Attachments:

1. Map
2. Palmer Letter
2. Amendment to Lease Agreement
3. Resolution

Funding source appropriate and funds are available N/A

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



Legend



Kingsport

Tri-Cities
TN/VA



1999

© City of Kingsport, Tennessee
All Rights Reserved.

Map Reference#

Date:

City Owned Property

0 200 400
Feet

City of Kingsport
225 West Center Street
Kingsport, TN 37660

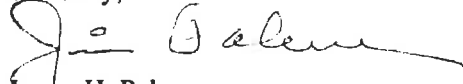
Re: *Real Estate Lease for property located at 2102 East Center Street, Kingsport*

This letter is written to notify the City of Kingsport that I would like to renew the above-referenced Lease with the City for an additional period of twelve (12) months as set out in paragraph 10 – Renewal Terms of the Lease.

I request the lease term be extended from February 1, 2009 through January 31, 2010 and the lease payment remain \$480.00 per year, which payment will be made, in full, to the City prior to the first day of the extended lease term.

Thank you for allowing me to continue using this property as parking for tenants of my apartment building.

Sincerely,



James H. Palmer
1608 C Street
Kingsport, TN 37664
(423) 246-2177

AMENDMENT

THIS AMENDMENT, made and entered into this 14th day of January, 2009, by and between the City of Kingsport, Tennessee, a municipal corporation ("Landlord"), and James H. Palmer ("Tenant").

WHEREAS, Landlord and Tenant agree to the terms and conditions of the Real Estate Lease between them dated February 1, 2008, leasing the real property located at 2102 East Center Street, Kingsport, Tennessee, to Tenant.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Extension of Real Estate Lease. Landlord and Tenant agree to the renewal and extension of the Lease until January 31, 2010, as set forth in Tenant's letter, which is by reference hereby made a part of this Lease as though expressly rewritten, incorporated and included herein as its is consistent herewith; and where it is inconsistent, the Lease shall control.
2. Compensation. Tenant shall pay Landlord for the continuation of leasing the real property the sum of Four Hundred Eighty and No/100 (\$480.00) per year; the full amount payable in advance under the terms described in paragraph 5 of the Lease.

IN WITNESS WHEREOF, The parties hereto have executed this amendment effective this day and year first above written.

LANDLORD:

TENANT:

CITY OF KINGSFORT, TENNESSEE

Dennis R. Phillips, Mayor

James H. Palmer

ATTEST:

APPROVED AS TO FORM:

Elizabeth A. Gilbert, Deputy City Recorder

J. Michael Billingsley, City Attorney

RESOLUTION NO. 2009-_____

**A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE ALL DOCUMENTS NECESSARY AND PROPER
TO EXTEND THE LEASE AGREEMENT FOR PROPERTY
AT 2101 EAST CENTER STREET TO JAMES H. PALMER**

WHEREAS, the City desires to extend the agreement leasing the real property located at 2102 East Center Street; and

WHEREAS, James H. Palmer desires to continue to lease said real property;

Now therefore,

**BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS
FOLLOWS:**

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney, a lease agreement and any and all other documents necessary and proper to extend the agreement leasing said real property located at 2102 East Center Street in Kingsport, Sullivan County, Tennessee to James H. Palmer for the annual lease amount of \$480.00.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 13th day of January, 2009.

DENNIS R. PHILLIPS, Mayor

ATTEST:

ELIZABETH A. GILBERT
Deputy City Recorder

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, City Attorney



AGENDA ACTION FORM

Consideration of a Resolution to Approve the Offer and Authorize the Mayor to Execute all Documents Necessary for the Acquisition of Property Located at 1257 Morningside Circle for the Kingsport City School System

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF- 12-2009
 Work Session: January 12, 2009
 First Reading: January 13, 2009

Final Adoption: January 13, 2009
 Staff Work By: R. Trent; D. Frye
 Presentation By: M. Billingsley

Recommendation: Approve the resolution.

Executive Summary:

In order to fulfill the Kingsport Board of Education's long range facilities plans, the Board of Education has requested that the Superintendent of Schools, Dr. Richard Kitzmiller, take the steps necessary to purchase the property located at 1257 Morningside Circle for the amount of \$118,000.00. An appraisal of the property was prepared in accordance with the City of Kingsport's Real Property Acquisition Policies & Procedures and indicated the fair market value of \$109,000.00. The property owners, Mary Porter and Betty Fritz, have obtained an appraisal which indicated the fair market value of \$125,000.00. The property owners have agreed to sell the property to the city for the amount of \$118,000.00. Upon discussion with Designated Alderman Valerie Joh, it is recommended that the Board of Mayor and Aldermen approve the acquisition in the amount of \$118,000.00.

This project will be funded under 141-7650-871-0790.

Attachments:

1. Resolution
2. Purchase Agreement
3. Location Map

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS NECESSARY AND PROPER FOR THE
PURCHASE OF PROPERTY LOCATED AT 1257 MORINGSIDE
CIRCLE

WHEREAS, the city has the opportunity to purchase the property located at 1257 Morningside Circle to fulfill the Kingsport Board of Education's long range facility plans; and

WHEREAS, such acquisition would be in accordance with the city's acquisition policy.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN as follows:

SECTION I. That pursuant to the appraisal of property indicating the fair market value of \$109,000.00, the designated alderman is authorized to offer \$118,000.00 for the purchase of 1257 Morningside Circle, subject to such conditions as deemed appropriate by the designated alderman in consultation with the city attorney, including such conditions as usually required by the city for acquisition of real property.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized to execute, in a form approved by the city attorney, an agreement and all other documents necessary and proper to effectuate the purpose of the agreement, to purchase 1257 Morningside Circle subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport.

SECTION II. That this resolution shall take effect immediately upon its adoption, the public welfare requiring it.

ADOPTED this the 13th day of January, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY

AGREEMENT

THIS PURCHASE AGREEMENT (herein "Agreement") made and entered into on the date of the notary acknowledgment of the Seller's signature between **MARY G. PORTER** and **BETTY G. FRITZ**, (hereinafter referred to as the "Sellers"), and **THE CITY OF KINGSPORT, TENNESSEE**, a municipality organized under the laws of the State of Tennessee (hereinafter referred to as the "Buyer").

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, including specifically, without limitation, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. **SALE.** Sellers agree to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Sellers, subject to the terms and conditions of this Agreement all that real property situate, lying and located at 1257 Morningside Circle, Kingsport, Sullivan County, Tennessee, known as Tax Map 061C; Group E; Parcel 006.00, more particularly described on Exhibit A attached hereto and hereby made a part hereof, together with all improvements and fixtures situated thereon, if any, and also together with all hereditments and appurtenances thereunto belonging or in any way appertaining (the "Real Property").

2. **PURCHASE PRICE.**

(a) **Amount.** The purchase price to be paid by Buyer to Sellers for the Real Property shall be One Hundred Eighteen Thousand and No/100 Dollars (\$118, 000.00) (the "Purchase Price").

(b) **Terms of Payment.** Subject to the adjustment provided for herein the Purchase Price, less the prorated property taxes as of the date of closing, shall be paid by Buyer to Sellers in cash or certified funds payable to Sellers on the Closing Date.

3. **CLOSING.** The closing shall occur on or before March 1, 2009, (the "Closing Date"), at a time and location mutually agreed upon by the parties or, upon failure of the parties to agree, at a time and place specified by the Buyer (the "Closing"). Buyer and Sellers agree to deliver and execute such other documents as may be reasonable and necessary in the opinion of counsel for Sellers and Buyer to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions hereof.

4. **SURVEY.** Immediately upon the execution of this Agreement, Buyer shall, at Buyer's cost, cause a survey and surveyor's certificate, in form sufficient to remove the survey exception from the title insurance binder as more specifically provided in Section 5 hereof, to be prepared on the Real Property by a licensed surveyor acceptable to Buyer. The survey shall be made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title surveys for a Class A survey. Such survey shall show the total area of the Real Property in square feet, easements, if any, location of adjoining streets and rights of way, building setback lines, and such other details as may be required by Buyer. Once prepared, the survey description will replace Exhibit A and will become a part of this Agreement identified as Exhibit A-1, and such survey description shall be insurable (and shall be insured) by the title insurance company. If the survey (i) is for good cause not acceptable to Buyer's title insurance company; or (ii) shows the dimensions of the Real Property to be other than as set forth on Exhibit A; or (iii) shows any materially adverse conditions or matters affecting the Real Property which

are not approved by Buyer, then Buyer, within twenty (20) days from receipt of such survey, shall notify Sellers in writing of Buyer's objections to the survey and Sellers shall thereupon have twenty (20) days to remove or cure such objections to the satisfaction of the Buyer and the title company. If Sellers fail to satisfy such objections with the time specified, Buyer shall have the right to (i) terminate this Agreement; (ii) extend the time period for removing or curing any objectionable item by written notice to Seller; or (iii) close this purchase and sale without reduction in the Purchase Price.

5. TITLE INSURANCE. Buyer, at its expense, shall secure an owner's title insurance commitment to issue a title insurance policy insuring Buyer's fee simple interest in the Real Property to the extent of the Purchase Price. The title insurance commitment will be issued by a reputable title insurance company chosen by Buyer and will contain exceptions only for real estate taxes and assessments for the current year which are not yet due and payable, and any other exceptions Buyer may approve in writing. If the commitment contains other exceptions, not acceptable to Buyer, then Buyer shall so notify Sellers of such exceptions within twenty (20) days of Buyer's receipt of the commitment, and Sellers shall have twenty (20) days from receipt of the Buyer's objections, to resolve such exceptions to the satisfaction of the Buyer. If Sellers are unable to cure or resolve such exceptions to Buyer's satisfaction within the time specified, Buyer shall have the right to terminate this Agreement, extend the cure period, or proceed to close this Agreement. In the event Buyer elects to terminate this Agreement pursuant to this Section 5, then this Agreement shall be cancelled and thereafter neither Sellers nor Buyer shall have any continuing obligation to each other under this Agreement.

6. DEED AND TITLE.

(a) Sellers hereby agree to convey to Buyer a good and marketable fee simple title to the Real Property, without exceptions, except as expressly provided herein, by a good and valid general warranty deed, in statutory form, suitable for recordation. Title to the Real Property shall not be subject to any easements, encumbrances or other exceptions which Buyer, in its sole discretion, deems unacceptable.

(b) In the event, as of the Closing Date, Sellers are unable to convey marketable title to the Real Property due to defects in Seller's title, or Sellers are unable to convey title due to exceptions Buyer finds unacceptable, then Closing shall be postponed for a reasonable period of time not to exceed 30 days until Sellers shall remove said title defects or exceptions. If Sellers are unable to cure such title defects or exceptions within said 30 days, this Agreement shall be null and void and there shall be no further obligations between the parties. If Buyer shall waive such title defects or exceptions by so notifying the Sellers in writing, or if Sellers shall have cured such defects or exceptions, as provided herein, the obligations of the parties hereunder shall not be affected by reason thereof, there shall be no abatement or reduction of the Purchase Price, and this transaction shall be consummated in accordance with the terms and provisions of this Agreement, except that such title defects or exceptions that are waived by Buyer, if any, shall be set forth as exceptions in the deed.

7. CONDITION OF PROPERTY. There has been no storage, disposal, treatment or release of hazardous substances during the period of Seller's ownership, and to the best of Seller's knowledge, the Real Property has not been used, and is not presently being used, and will not through the Closing Date, be used for the storage or disposal of hazardous substances. (The term "hazardous substances" shall have the broadest meaning given under applicable state and federal law, including without limitation that given in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq.) Sellers are not aware of any facts, conditions or circumstances indicating any form of environmental contamination affecting any properties which are adjacent to the Real Property. There are no encumbrances, liens, or charges of any kind upon the Real Property that will not be satisfied and discharges in full by Sellers and released at or before Closing in a

form satisfactory to Buyer. There are no contracts, agreements, or arrangements relating to the use and operation of the Real Property not disclosed herein. Sellers represent that there is no pending or threatened litigation that does or will materially and adversely affect the Real Property or its value.

8. CONDITIONS PRECEDENT.

Buyer's obligations pursuant to this Agreement are contingent upon and subject to the satisfaction, as of Closing, of each of the following conditions (any of which may be waived in whole or in part in writing by the Buyer at, or prior to Closing):

(1) The results of the title examination report and title insurance commitment described in Section 5 shall be acceptable to Buyer in its sole discretion as of Closing. There shall be no change in the matters reflected in the title insurance commitment described in Section 5 hereof, and there shall not exist any encumbrances or title defects affecting the Real Property not described in such title insurance commitment.

(2) All of the representations, warranties and conditions of Sellers set forth in this Agreement shall be true and correct as of the date hereof, and as of the Closing Date, and Sellers shall not, on or prior to Closing, have failed to meet, comply with or perform any conditions or obligations on Seller's part required by the terms of this Agreement.

(3) There shall be no change in the matters reflected in the survey described in Section 4 hereof, and there shall not exist any easement, right of way, encroachment, waterway, pond, flood plain, conflict, or a protrusion with respect to the Real Property not shown on the survey.

If any condition specified in this Section 8 is not fully satisfied by Closing, or any extension thereof pursuant to this Agreement, Buyer may, at its option, waive such unsatisfactory condition precedent and consummate this Agreement, or may terminate this Agreement by written notice to Sellers, this Agreement shall be cancelled and thereafter neither Sellers nor Buyer shall have any continuing obligation to each other under this Agreement. It shall be the right of the Buyer at its sole discretion and upon written notice to the Sellers to terminate this Agreement at any time prior to the closing of the property if it shall deem the property not suitable for its needs, and upon such termination, this Agreement shall be cancelled and thereafter neither Sellers nor Buyer shall have any continuing obligation to each other under this Agreement.

9. NOTICE. Any notice or demand on either party hereunder shall be deemed to have been given when mailed to the other party by Certified Mail, Return Receipt Requested, postage prepaid at the addresses set forth below:

SELLERS: Mrs. Mary Porter
Ms. Betty G. Fritz
4509 Glenbrook Drive
Kingsport, Tennessee 37664

BUYER: City of Kingsport, Tennessee
225 West Center Street
Kingsport, Tennessee 37660
Attention: J. Michael Billingsley

10. **PRORATIONS.** All real estate taxes and assessments shall be prorated as of the Closing Date, using for such purpose the rate and valuation shown on the latest available tax notice.

11. **EXPENSES OF SELLERS.** In closing this transaction, Sellers shall be charged with the following:

- (a) The cost of preparation of the warranty deed;
- (b) The fees and expenses of any attorney or other advisor engaged by Sellers in connection with this transaction;
- (c) The commission or fees charged by any real estate broker or agent retained or used by the Sellers in connection with this transaction; and
- (d) All expenses incurred in connection with the release of any prior existing indebtedness, including without limitation any prepayment penalties; and
- (e) Prorated taxes.

12. **EXPENSES OF BUYER.** In closing this transaction, Buyer shall be charged with the following:

- (a) The cost of any title search and title insurance policy;
- (b) The cost of recording the deed and any transfer tax associated with such deed;
- (c) Any fees charged in connection with any attorney or other advisor engaged by Buyer in connection with this transaction; and
- (d) The cost of the survey provided pursuant to Section 4.

13. **RISK OF LOSS.** The risk of loss or damage to any of the Real Property described above by fire, vandalism, or other casualty shall remain with the Sellers until Closing. In the event of such loss before Closing, this Agreement shall be voidable at the option of Buyer. Should Buyer elect to continue with the purchase following such loss or damage before Closing, Buyer shall have the option to (a) negotiate an equitable reduction in the Purchase Price or (b) close this Agreement at the stated Purchase Price and accept all insurance funds and other monies payable to Sellers regarding such loss or damage. If action is necessary to recover under any casualty policy, Sellers shall cooperate with Buyer in bringing such action in Seller's name and Sellers shall reimburse Buyer for the attorney's fees and other expenses incurred by Buyer to pursue such claim.

14. **TIME IS OF THE ESSENCE.** Time is of the essence to the performance of this Agreement.

15. **MERGER CLAUSE.** All understandings and agreements heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement, representation, express or implied warranties, guarantees, promises, statements, "setups", representation, or information, not embodied in this Agreement, made by the other, or by any agent, employee, servant, or other person

representing or purporting to represent the Sellers. This Agreement contains the full agreement between the parties and there are no other contracts, express or implied, which are not stated herein.

16. **POSSESSION.** Delivery of possession of the Real Property shall occur at Closing.

17. **CAPTIONS.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

18. **ENTIRE AGREEMENT; MODIFICATIONS.** This written Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties hereto.

19. **CONTROLLING LAW; VENUE.** This Agreement has been made and entered into under the laws of the State of Tennessee, and said laws shall control the interpretation thereof. Venue for any litigation concerning this Agreement shall be filed in the state or federal courts for Sullivan County, Tennessee.

20. **BINDING EFFECT.** All covenants, agreements, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

21. **FURTHER ACTS.** Each party hereto agrees to do, execute, acknowledge and deliver all such further acts, assignments, transfers, assurances and instruments that may reasonably be required to fully effectuate the transactions contemplated in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate originals the day and year first written above.

BUYER:

CITY OF KINGSPORT, TENNESSEE

ATTEST:

James H. Demming, City Recorder

By: _____
Dennis R. Phillips, Mayor

APPROVED AS TO FORM:

J. Michael Billingsley, City Attorney

SELLERS:

Mary G. Porter

Betty G. Fritz

STATE OF TENNESSEE
COUNTY OF SULLIVAN

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared the within named bargainor, DENNIS R. PHILLIPS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of the City of Kingsport, Tennessee, and that he, as the Mayor, executed the foregoing instrument for the purposes therein contained, by signing his name as Mayor.

WITNESS my hand and official seal this _____ day of _____, 2009.

Notary Public

My commission expires:

STATE OF TENNESSEE:
COUNTY OF SULLIVAN:

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, MARY G. PORTER and BETTY G. FRITZ, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledge that she has executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal this _____ day of _____, 2009.

Notary Public

My commission expires:

EXHIBIT A

Descriptions of Real Property

Situate, lying and being in the 11th Civil District of Sullivan County, Tennessee, and more particularly described as follows:

BEGINNING at the corner for Lots 5 and 6 distant northwesterly along the northerly side of Morningside Circle 120 feet from its intersection with the westerly line of Summer Street; thence in a northeasterly direction and at right angles with the northerly side line of Morningside Circle and along the divisional line between lot 6 and lots 5, 4, and 3, 150 feet to the corner for lots 6 and 12 in the line of lot 3; thence at right angles and in a northwesterly direction along the divisional line between lots 6 and 12, 60 feet to the corner for lots 6, 7, 8, 9, 10, 11 and 12; thence at right angles with the last call and in a southwesterly direction, along the divisional line between lots 6 and 7, 150 feet to the corner for lots 6 and 7 in the northeasterly line of Morningside Circle; thence along said side line of Morningside Circle in a southeasterly direction 60 feet to the point of beginning and being lot 6 in Block 82, in the Bay's View Subdivision, in the City of Kingsport, Tennessee, as shown by map of said Subdivision of record in the Office of the Register of Deeds for Sullivan County at Blountville, TN in Plat Book 2, at Page 103.

Tax Map 061C; Group E; Parcel 006.00



Kingsport,
Tennessee

- Legend**
- Purchased Properties
 - Lincoln School
 - 1257 Morningside Circle
 - Parcels

Lincoln School Area

Prepared by the City of Kingsport
Geographic Information System (GIS)

Date: 01-07-08

Map File Name: 1001Map001



Kingsport

0 25 50 100
Feet



AGENDA ACTION FORM

Consideration of a Resolution Authorizing the Mayor to Execute a Contract and all other Documents Necessary to Purchase Software and Service from DataDriven, LLC for the Public Safety Technology Upgrade

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-16-2009
 Work Session: January 12, 2009
 First Reading: N/A

Final Adoption: January 13, 2009
 Staff Work By: D/C Phipps, Lt. Mowl,
 Capt. Castle, Ptl. Jackson
 Presentation By: Chief Osborne

Recommendation: Approve the resolution.

Executive Summary:

The Public Safety Division's current data management system is outdated and does not allow for paperless reporting, or interoperability with other agencies. Our inability to share data or communicate information electronically has a direct impact on the public safety and general welfare of our community. The purchase of software from DataDriven, LLC is part of the upgrade of police technology. The board previously approved the other component of this upgrade from VisionAir. Data Driven, LLC is a known, proven system that will integrate with upper East Tennessee agencies for maximum interoperability. The purchase of the software and service from DataDriven, LLC complies with the US/GSA cooperative purchasing guidelines.

The VisionAir contract has been executed. The approval of the attached resolution will authorize the execution of a contract with DataDriven, LLC, which will complete the software package for the data management system for the Public Safety departments, thereby permitting paperless reporting.

Attachments:

1. Resolution

Funding source appropriate and funds are available: _____

	Y	N	O
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE A CONTRACT AND ANY OTHER
DOCUMENTS NECESSARY TO PURCHASE
SOFTWARE AND A SERVICE AGREEMENT FROM
DATA DRIVEN, LLC FOR THE CITY OF KINGSPORT
PUBLIC SAFETY DIVISION

WHEREAS, the city's Public Safety Division's current data management system is outdated and does not allow for paperless reporting or interoperability with other agencies; and

WHEREAS, the city's inability to share data or communicate information electronically has a direct impact on the public safety and general welfare of our community; and

WHEREAS, the city desires to enter into a contract with Data Driven, LLC for the purchase of software and a service agreement to update the data management system; and

WHEREAS, Data Driven, LLC is a known, proven system that will integrate with Upper East Tennessee agencies for maximum interoperability; and

WHEREAS, the purchase of the Data Driven, LLC system complies with the US/GSA cooperative purchasing guidelines; and

WHEREAS, T.C.A. section 12-3-100(c) permits the city to make purchases directly for goods and service included in federal general service administration contracts; and

WHEREAS, the cost of the Data Driven, LLC contract is \$353,088.50; and

WHEREAS, funding will be provided from Police Technology Fund GP0902.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS
FOLLOWS:

SECTION I. That the Mayor, or in his absence, incapacity, or failure to act, the Vice Mayor, is authorized to execute, in a form approved by the City Attorney and subject to the requirements of Article X, Chapter 10 of the Charter of the City of Kingsport, a contract and any other documents necessary to facilitate the purpose of the contract with Data Driven, LLC in the amount of \$353,088.50, for the purchase of software and a

service agreement needed to update the City of Kingsport Public Safety Division's data management system.

SECTION II. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 13th day of January, 2009.

DENNIS R. PHILLIPS, MAYOR

ATTEST:

JAMES H. DEMMING, CITY RECORDER

APPROVED AS TO FORM:

J. MICHAEL BILLINGSLEY, CITY ATTORNEY



AGENDA ACTION FORM

Consideration of an Ordinance to Amend the General Fund Budget by Increasing the Number of Positions in the Development Services Division by Adding a Researcher/Planner II Position

To: Board of Mayor and Aldermen
 From: John Campbell, City Manager

Action Form No.: AF383-2008
 Work Session: December 15, 2008
 First Reading/(Public Hearing
 Held): December 16, 2008

Final Adoption: January 13, 2009
 Staff Work By: J. Smith, J.
 Campbell
 Presentation By: J. Campbell

Recommendation: Approve the ordinance

Executive Summary:

For more than a decade, the Kingsport Board of Mayor and Aldermen has recognized the critical need to diversify the local economy. To more fully succeed in this mission, essential information must be available in short order to perspective economic recruits provided through NETWORKS, the State of Tennessee and city staff, with the latter pursuing opportunities in retail, residential, and tourism/leisure recruitment. This work requires the advance collection of essential data, including, but not limited to, a complete inventory of existing businesses and business needs, available buildings and facilities, potential sources of labor supply, prevailing local wage groups by industry category and other demographic information. In order to achieve this level of rapid response, staff recommends hiring a researcher/planner II. In the short term, funding for the position will be allocated from salary slippage in the Leisure Services Director position. This position will continue in the budget, but will held open for the remainder of the year. In the interim, the Assistant to the City Manager will coordinate the activities of Leisure Services divisions and provide oversight for associated projects.

Attachments:

1. Budget Ordinance

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance Appropriating Funds from the Fleet Fund for the Police Technology Fund Project for Purchase of Hardware for the Police Department

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-390-2008
 Work Session: December 15, 2008
 First Reading/ (Public Hearing Held):
 December 16, 2008

Final Adoption: January 13, 2009
 Staff Work By: D/C Phipps, Lt. Mowl,
 Capt. Castle, Ptl. Jackson
 Presentation By: Chief Osborne

Recommendation: Approve the ordinance.

Executive Summary:

This is the second action for the purchase of the data management system for the Police Department for paperless reporting, or interoperability with other agencies. The three year capital outlay note, if approved by the state, will allow the city to borrow funds from the fleet fund to refund the general fund the appropriation made for the VisionAir contract and to fund the purchase of the remaining hardware for the data management system. In action form 388-2008 the board was asked to authorize and fund the purchase of the software. The action requested by this action form will authorize funding for the purchase of the hardware. The resolution for contract for the purchase will be presented at the January 13, 2009 meeting, after the state has approved the capital outlay note, which will provide the mechanism for the funding of that contract. That contract will be with Data Driven in the amount of \$353,088.50. The total purchase price for both contracts will be \$758,112.70.

The attach resolution after approval by the board will be sent to the state for approval. The attached ordinance appropriates on first reading the funding for the Data Driven contract, so that once the state approves the note and the board approves a resolution approving the contract with Data Driven, the funding will be in place for the contract.

Attachments:

1. ~~Resolution~~
2. Ordinance

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of an Ordinance to Appropriate Funding for the Construction of Restrooms at Dogwood Park.

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Agenda Form No.: AF-387-2008
 Work Session: December 15, 2008
 First Reading/(Public Hearing Held):
 December 16, 2008

Final Adoption: January 13, 2009
 Staff Work: McCartt, King, Frazier
 Presentation: Chris McCartt

BMA Strategic Plan 2005-2006

(CV=Core Value, KSF=Key Success Factor, KSO = Key Strategic Objective)

Recommendation: Approve the Ordinance

Executive Summary:

Approval of this ordinance would provide funding in the amount of \$36,000 from Fund Balance to allow for the construction of restrooms at the recently opened Dogwood Park. Funding will go towards the following items:

- 21ft. X 11ft. Structure with an interior 3ft. X 9ft storage room - 1 ADA Male Restroom and 1 ADA Female Restroom.
- Water and Sewer Line extension (approximately 600ft.)
- Sewer Tap Fee
- Electricity to Facility
- Electricity to Gate and one Parking Lot Light
- Water line for future "dog fountains"
- Signage

Attachments:

1. Ordinance
2. Supplemental Information

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



AGENDA ACTION FORM

Consideration of Acceptance of FY2008 Comprehensive Annual Financial Report

To: Board of Mayor and Aldermen
 From: John G. Campbell, City Manager

Action Form No.: AF-14-2009
 Work Session: January 12, 2009
 First Reading: January 13, 2009

Final Adoption: January 13, 2009
 Staff Work By: Lisa Winkle
 Presentation By: Demming/Munsey

BMA Strategic Plan 2005-2006

(CV=Core Value, KSF=Key Success Factor, KSO=Key Strategic Objective)

CV #2: Integrity

KSF #4: Stewardship of the Public Funds

KSO #6: Financial Management

Recommendation:

Accept the annual financial report for the fiscal year ending June 30, 2008.

Executive Summary:

Attached for your consideration is the comprehensive annual financial report containing the audited financial statements, the auditor's opinion, findings, and management's letter of transmittal to the Board of Mayor and Aldermen summarizing significant financial changes and overview of the City's financial condition at June 30, 2008. The Chairman of the Audit Committee will give a short presentation.

Attachments:

1. Comprehensive Annual Financial Report
2. SAS 112 Communication
3. Responses to BCS Findings and Comments
4. SAS 114 Communication

Funding source appropriate and funds are available: _____

	<u>Y</u>	<u>N</u>	<u>O</u>
Joh	—	—	—
Mallicote	—	—	—
Marsh	—	—	—
Munsey	—	—	—
Shull	—	—	—
Shupe	—	—	—
Phillips	—	—	—



December 17, 2008

Board of Mayor and Aldermen – Audit Committee
City of Kingsport
Kingsport, Tennessee

In planning and performing our audit of the financial statements of the City of Kingsport, Tennessee (the City) as of and for the year ended June 30, 2008, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies and other deficiencies that we consider to be a material weakness.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affects the organization's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the organization's financial statements that is more than inconsequential will not be prevented or detected by the organization's internal control.

A material weakness is a significant deficiency, or a combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the entity's internal control.

We believe that the following deficiency constitutes a **material weakness**:

Kingsport Industrial Development Board (KIDB)

During the fiscal year 2008 audit, multiple material audit adjustments were necessary in order to present the KIDB's financial statements on the full accrual basis and in accordance with generally accepted accounting principles (GAAP). These entries were necessary due to the client's practices of netting revenue and expense accounts and not recording revenue or expenses related to the sale of property.

Kingsport Industrial Development Board (Continued)

In addition, there were inconsistencies in interpretation and subsequent financial recording of a major contract between the City and KIDB. Due to the increased volume and complexity of transactions encountered during the current fiscal year and their effects on financial reporting within the KIDB's books, we recommend that the KIDB expand their internal controls for financial reporting surrounding the entity's monitoring function. Specifically, we recommend that the KIDB send monthly financials and the supporting general ledger to the City Recorder for review and approval. This compensating control should aid in ensuring the accuracy and completeness of the financial statements on a monthly basis which should aid in preventing the accumulation of improper adjustments. This review would also disclose any inconsistencies in the understanding between the City and KIDB as well as the related financial treatment of any agreements.

We consider the following deficiencies to be significant deficiencies in internal control:

Capital Assets Management

During the fiscal year 2008 audit, we observed that there appears to be a significant lack of communication between management and accounting staff regarding policies and procedures surrounding the accounting for capital assets. In addition, it appears that there are not adequate controls in place that are designed to verify that disposals are removed, that all additions are recorded, or that asset impairments are considered and calculated. Furthermore, we noted that categories of asset additions were sometimes recorded in the wrong general ledger accounts, such as software being recorded as equipment. We recommend that management coordinate with accounting staff to obtain additional training for their assigned duties in order to understand all aspects of their specific accounting area. Management should clearly communicate the expectations for each function's processes and verify these expectations with the responsible accounting staff periodically. In order to promote the timely recording of asset additions, disposals and impairments, management should circulate asset listings to the responsible department heads for verification that all assets listed therein are still in service. The department heads should also communicate any new assets not included in the listing to the Finance Department to be added. The City should consider having department heads sign or initial these listings and return them to the Finance Department whether or not changes are required in order to indicate that they have, indeed, reviewed them. Citywide assets should be reviewed periodically for impairment and adjusted accordingly.

Payroll Processing

It appears that payroll processing duties are not sufficiently delegated among available personnel. Specifically, segregation of duties within the payroll function are insufficient as evidenced by the fact that both City and school payroll personnel appear to have access to and are able to edit electronic data related to both the payroll and human resources functions. In order to implement effective segregation of duties and communicate individual roles and responsibilities, the City should finalize and approve an accounting policies and procedures manual. We understand that the City has made significant progress in the compilation of accounting duties and processes, though a formal approved manual has yet to be completed. In addition, the City's accounting personnel should collaborate with information services to develop electronic system controls which should aid in the implementation of proper segregation of duties.

We also noted the following other matters:

Compliance with the Davis-Bacon Act

It appears that the City did not comply with all requirements of the Davis-Bacon Act of 1931 (the Act) as it relates to a Department of Transportation grant received by the City during fiscal year 2008. Specifically, it appears as though City personnel do not obtain weekly certified payroll reports from the applicable contractors in a timely manner. As summarized in the 2008 Office of Management and Budget (OMB) Circular A-133 Compliance Supplement, the Act requires that all employees of contractors working on federally-funded City projects in excess of \$2,000 be paid at least the prevailing wage rates for the locality, as established by the Department of Labor. In conjunction with the Act, the City is required to communicate the applicability of the Act to its project contractors as well as ensure that contractors complete weekly payroll reports by regularly obtaining them. Subsequent to year end and prior to the issuance of this letter, appropriate documentation was obtained by the City. We recommend that responsible City personnel obtain additional training on compliance with the Act and assess all new projects that may be subject to the Act and verify their compliance accordingly through continued monitoring.

Travel Card Program

During the fiscal year 2008 audit, it was noted that a significant number of travel card transactions tested were not in compliance with the City's travel policy which served as the basis for testing. Specifically, we noted that some transactions displayed a lack of review and approval by the responsible department heads and that some displayed a lack of original supporting documentation. It is our understanding that the City is currently developing a travel card policy which will be discrete from the travel policy. However, in order to provide the necessary oversight to the travel card program, the City should review its policy to determine if it is representative of the actual expectations for the program. If necessary, the City should consider providing additional training to card users regarding requirements of the program. In addition, the responsible department heads should provide greater oversight over the travel card transactions in their respective department(s). The City should also provide accounts payable clerks with training on the specific criterion under which a transaction qualifies for payment as well as when a reimbursement should be requested from a card user.

Tracking of Project Costs and Completion

During the testing of governmental and proprietary fixed assets, it was noted that many projects that were converted from projects to fixed assets in the current year did not actually incur expenses during fiscal year 2008. All of the expenses comprising these projects were incurred in prior years, including some projects which had not incurred expenses since fiscal year 2006. Therefore, it appears that the City should have capitalized these projects in prior years and should have been recording depreciation accordingly. It is our understanding that Finance Department personnel rely heavily on communication from project managers and department heads regarding project completion and final costs in order to record these additions on a timely basis.

Tracking of Project Costs and Completion (Continued)

Therefore, we recommend that project managers and department heads more closely monitor project completion status and immediately notify the Finance Department and Board of Mayor and Alderman (BMA) of final completion. Should excess budget dollars remain in the project at final completion, the funds should be reclassified as unrestricted in nature, requiring the BMA to reallocate the funds if they are to be made available for other projects. Projects should not remain active indefinitely in order to satisfy the budgetary needs of multiple projects. The Finance Department and the City Recorder should maintain a general awareness of projects and their completion status and should inquire of the responsible individual if communication has not been received in a timely manner.

Additionally, we noted that the City had recorded noncapital expenditures within the capital projects fund and that these expenditures were not tracked as being separate from capital expenditures or recorded on a timely basis. For fiscal year 2008, the delineation between capital and noncapital expenditures was not performed until well after year end, which resulted in the posting of a material, client-prepared journal entry being posted well into the course of the audit. We realize that the City has made significant progress in their distinction between capital and noncapital expenditures, though we do recommend that the City perform this process in conjunction with the commencement of new projects and that both capital and noncapital expenditures be tracked as such throughout the life of the project. This should allow the delineation between these expenditure types and the related recording of construction-in-progress to be completed in a timely manner.

Water Maintenance Facility

Through the inventory testing procedures performed at the Water Maintenance Facility, it was noted that management has made progress in safeguarding inventory therein by installing a locked gate and limiting after-hours access by requiring users to enter a security code in order to enter the indoor warehouse. However, it appears that management is unable to generate meaningful reports from the computer software which tracks the security code system on the security door to the facility. Therefore, although the security system would prevent unauthorized users from accessing the door, management is unable to track the users who access the door or the time of access. We recommend that the City take measures to increase staff proficiency regarding the computer software which tracks the security door as well as ensure that the program is configured in such a manner that activity on the door can be tracked.

This communication is intended solely for the information and use of management, the Board of Mayor and Aldermen, the Audit Committee, and others within the City, and is not intended to be and should not be used by anyone other than these specified parties.

Blackburn, Childers and Steagall, PLLC
BLACKBURN, CHILDERS & STEAGALL, PLC



CITY OF KINGSPORT, TENNESSEE

December 29, 2008

Board of Mayor and Aldermen – Audit Committee
City of Kingsport
Kingsport, Tennessee

The following are management's responses to the findings listed in the December 17, 2008 SAS 112 letter from Blackburn, Childers & Steagall, PLC (BCS). Please read these responses in conjunction with that letter.

1) KINGSPORT INDUSTRIAL DEVELOPMENT BOARD

Background:

Kingsport Industrial Development Board (KIDB) is a component unit of the City of Kingsport and is audited as part of the City's audit. Kingsport Industrial Development Board's volume of transactions increased in FY 2008 partly due to their involvement in the construction of the Regional Center for Health Professionals. BCS made several audit adjustments to correct netting of revenue related to property sales. To reduce audit adjustments in the future BCS has recommended that KIDB send monthly financial statements and general ledgers to the City Recorder for review.

Management's Response from IDBK:

The Board concurs with and agrees to implement the recommendations to send monthly financial statements and supporting general ledger to the City Recorder for review and approval. Due to increased volume of financial activity and relating accounting transactions to our general ledger and the City's ledgers, increased communications, documentation, and oversight is welcomed.

2) CAPITAL ASSET MANAGEMENT

Background:

Capital asset management was a top priority in FY 2001 and FY 2002 when the City was preparing for implementation of GASB 34 and its effects on general fixed assets. In the immediate years after implementation, the City continued to send year end reports to department heads. The accountant who had been involved with the implementation left and capital assets management took a back seat to other issues. The accountant currently assigned to fixed assets is also assigned to cash and investment management. Most of her training so far has been in the cash and investment area.

Management's Response:

We are aware that capital asset management has been given a lower priority over the last few years. This is a result of staff changes, duty reassignments, and concentrating efforts on areas that needed more immediate attention. Although we have relied on City departments to communicate asset disposals to us, we have procedures in place to review checks over \$5,000 to try to capture asset purchases monthly. The Finance Department already has a project planned to use the new internal auditor to assist the accountant in an inventory of fixed assets. This inventory will be used as the starting point for better controls over fixed assets. This project will be completed before June 30, 2009.

3) PAYROLL PROCESSING

Background:

Due to new guidance and requirements related to fraud, BCS reviewed our payroll controls even more closely than prior years. No fraud was discovered. However they believe controls related to electronic data should be better segregated and strengthened.

Management's Response:

Management will work with Finance, Payroll, Human Resources, and Information Services to determine the most effective and efficient controls to implement. These controls will be documented in the accounting policies and procedures manual before it is finalized. A project is already being worked on that will increase segregation of duties at the school level. This project will have individual schools completing their own time entry similar to how City departments currently enter their own time.

4) COMPLIANCE WITH THE DAVIS-BACON ACT

Background:

Davis-Bacon is a Single Audit grant compliance requirement that relates to contractors paid with grant money certifying that they have paid their employees and subcontractors prevailing wages in the area. This requirement applied to the Bank Barn project. The City had not received the certification documentation timely but was able to obtain it from the contractor.

Management's Response:

Project Managers will be reminded of the Davis-Bacon grant compliance requirement and instructed to monitor compliance with the requirement and obtain the certification documentation. Contractors will be informed that payments will be delayed if required certifications are not submitted.

5) TRAVEL CARD PROGRAM

Background:

At June 30, 2008 and for the fiscal year under audit, the City was still operating a pilot travel card program. The program consisted of 2 credit cards kept in the City Manager's office and checked out by department heads. The travel policy had not been updated to address the travel cards.

Management's Response:

The City's travel policy was updated by ordinance in November to include a specific section on use of the travel cards. There are no plans to have a separate travel card policy. Travel cards are too closely a part of the overall travel policy and are only a method to pay allowed travel expenses. All the documentation related to travel expenses will not be found attached to the travel card check payment. There are several steps to travel that need to be reviewed and tested as one to find all the documentation. This includes the travel authorization form, invoices and check copies where reservations or registrations are paid in advance, travel statement of expense claim forms and related check copies, and the travel card statements and related check copies. The travel statement of expense claims form will continue to be the main documentation for travel. The travel policy says that original receipts will be attached to the statement of expense claims form. If the originals are attached to the statement of expense claims form, then copies will have to be attached to the travel card statement. Now that each department head has their own travel cards with their own separate account number, the department will be responsible for reconciling their travel card statement and the department head will document approval.

Specific administrative procedures will be developed and Finance will provide a training session for department heads and their administrative staff. We are also considering using the internal auditor to perform an after the payment review to ensure travel card statement transactions agree with applicable travel statement of expense claims forms. This appears necessary because we have had times where the travel card statement needs to be processed for payment before all travel statement of expense claims forms have been received.

6) TRACKING OF PROJECT COSTS AND COMPLETION

Background:

In past years all expenses for open projects in the General Project Fund had been considered construction in progress in the government wide statements. In FY 2007 some large old TDOT projects were closed. There were no assets to capitalize because the related roads belonged to the State of Tennessee. This brought to light that there were several projects with expenses that would never be capitalized.

Management's Response:

As of June 30, 2008, we performed an extensive review of all open projects in the General Project Fund and divided them between capital and non-capital. For FY 2008, only open projects that will be capitalized at completion were recorded as construction in progress in the government wide statements. In the future Finance will work with Budget to identify non-capital projects from the beginning. We also made progress in closing many old inactive projects in FY 2008. However we realize there are still several more old projects that need to be closed out. We hope to make additional progress with this before June 30, 2009.

7) WATER MAINTENANCE FACILITY

Background:

The water maintenance facility has an electronic locked gate to secure inventory. The gate was providing security, however city employees were unable to generate computer reports that are supposed to track access to the area.

Management's Response from Chad Austin:

We have taken great strides in securing our warehouse and its inventory. We could not generate the reports requested due to a hardware malfunction. The system we currently have relies on a PDA to download data. The PDA would not communicate with the door lock and when we reset the lock as directed by the vendor, all the data was deleted. We are working with our Building Maintenance Department to find a more suitable locking system that will allow us to generate tracking reports. That system should be in place in March 2009.

I will be happy to discuss these findings or responses with you in more detail if requested.

Thank You, .

A handwritten signature in black ink, appearing to read "Lisa Winkle".

Lisa Winkle
Comptroller
City of Kingsport



December 17, 2008

Board of Mayor and Alderman – Audit Committee
City of Kingsport
Kingsport, Tennessee

We have audited the financial statements of the City of Kingsport, Tennessee (the City) for the year ended June 30, 2008, and have issued our report thereon dated December 17, 2008. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated March 26, 2007, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered the City's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting. We also considered internal control over compliance with requirements that could have a direct and material effect on each major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit. Also in accordance with OMB Circular A-133, we examined, on a test basis, evidence about the City's compliance with the types of compliance requirements described in the "U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement" applicable to each of its major federal programs for the purpose of expressing an opinion on the City's compliance with those requirements. While our audit provides a reasonable basis for our opinion, it does not provide a legal determination on the City's compliance with those requirements.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you during prior engagements and during the normal course of our business relationship.

Johnson City	801B Sunset Drive, P.O. Box 3745, Johnson City, TN 37602-3745	(423) 282-4511	Fax (423) 283-4532
Kingsport	440 E. Sullivan Street, Kingsport, TN 37660	(423) 246-1725	Fax (423) 245-2839
Greeneville	1140 Tusculum Boulevard, Greeneville, TN 37745-4039	(423) 638-8516	Fax (423) 638-3361

website = <http://www.BCScpa.com> e-mail: BCS@BCScpa.com

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the City are described in Note 1 to the financial statements. A new accounting policy, GASB 45 *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*, was adopted during the current fiscal year. The application of existing policies was not changed during fiscal year 2008. We noted no transactions entered into by the City during the fiscal year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were depreciation and allowances for doubtful accounts. We evaluated the key factors and assumptions used to develop these estimates in determining that they are reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The attached schedule summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial both individually and in the aggregate, to the financial statements taken as a whole. None of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 17, 2008.

Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of the Audit Committee, Board of Mayor and Alderman, management, and others within the City and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Blackburn, Childers and Steagall, PLLC
BLACKBURN, CHILDERS & STEAGALL, PLC

City of Kingsport
Schedule of Passed Adjustments – All Funds
June 30, 2008

<u>Entry #</u>	<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
<u>Public Law 93-380 Fund</u>				
AJE 64	142.0000.337.7141	Federal Thru State-School / ECIA Title I		3,150.69
	142.0000.337.7189	Federal Thru State - School / Title II		1,442.93
	142.0000.337.7146	Federal Thru State - School / Title III		550.01
	142.0000.337.7590	Federal Thru State - School / Other Federal Thru State		130.37
	142.0000.337.7143	Federal Thru State - School / Ed of the Handicapped Act		1,413.92
	142.0000.121.1200	Miscellaneous / State of Tennessee	6,687.92	

To accrue revenue for education accounts payable groups recorded with AJ08140060 and AJ08140061.

AJE 65	142.7115.711.0429	Supplies & Materials / Instructional Supplies / Materials	1,482.20	
	142.7135.711.0429	Supplies & Materials / Instructional Supplies / Materials	1.00	
	142.0000.202.0000	Payables / Accounts Payable		1,483.20

To accrue education portion of FY2008 purchase orders received but not yet invoiced at accounts payable cutoff date of 7/11/2008.

AJE 66	142.7115.711.0429	Supplies & Materials / Instructional Supplies	478.72	
	142.7116.711.0429	Supplies & Materials / Instructional Supplies	811.06	
	142.7150.711.0429	Supplies & Materials / Instructional Supplies	13.74	
	142.7235.773.0499	Commodities / Supplies - Athletics	10.00	
	142.7250.781.0457	Commodities / Staff Development	1,442.93	
	142.7250.781.0457	Commodities / Staff Development	550.01	
	142.7250.781.0499	Commodities / Other Supplies / Materials	130.37	
	142.7250.781.0790	Capital Outlay / Other Equipment	353.97	
	142.7250.782.0355	Contractual Services / Travel	1,413.92	
	142.0000.202.0000	Payables / Accounts Payable		5,204.72

To accrue FY2008 education accounts payable groups to the fourteenth accounting period. These payables were inadvertently excluded from posting in the thirteenth period.

Special School Project Fund

AJE 64	145.0000.338.6590	State Revenue - School / Other State Education Funds		14,328.93
	145.0000.337.7590	Federal Thru State - School / Other Federal Thru State		983.42
	145.0000.338.6590	State Revenue - School / Other State Education Funds		265.67
	145.0000.338.6590	State Revenue - School / Other State Education Funds		1,784.43
	145.0000.338.6590	State Revenue - School / Other State Education Funds		67.87
	145.0000.121.1200	Miscellaneous / State of Tennessee	17,430.32	
	145.7150.751.0429	Supplies & Materials / Instructional Supplies	14,328.93	
	145.7250.781.0355	Contractual Services / Travel - Out	983.42	
	145.7250.781.0499	Commodities / Other Supplies / Materials	265.67	
	145.7350.861.0499	Commodities / Other Supplies / Materials	1,784.43	
	145.7350.861.0499	Commodities / Other Supplies / Materials	67.87	
	145.0000.202.0000	Payables / Accounts Payable		17,430.32

To accrue revenue for education accounts payable groups recorded with AJ08140060 and AJ08140061.

City of Kingsport
Schedule of Passed Adjustments – All Funds (Continued)
June 30, 2008

<u>Entry #</u>	<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
<u>Special School Project Fund (Continued)</u>				
AJE 66	141.7100.711.0429	Supplies & Materials / Instructional Supplies	373.25	
	141.7105.711.0429	Supplies & Materials / Instructional Supplies	325.45	
	141.7110.711.0429	Supplies & Materials / Instructional Supplies	738.31	
	141.7115.711.0449	Supplies & Materials / Textbooks	408.38	
	141.7116.711.0449	Supplies & Materials / Textbooks	35.34	
	141.7116.721.0429	Commodities / Instructional Supplies / Materials	6.88	
	141.7120.711.0722	Capital Outlay - Instructional Equipment	970.07	
	141.7125.711.0449	Supplies & Materials / Textbooks	1,083.97	
	141.7130.711.0429	Supplies & Materials / Instructional Supplies	1,388.58	
	141.7130.711.0449	Supplies & Materials / Textbooks	53.92	
	141.7130.721.0429	Commodities / Instructional Supplies / Materials	131.55	
	141.7140.711.0449	Supplies & Materials / Textbooks	125.73	
	141.7145.721.0429	Commodities / Instructional Supplies / Materials	306.47	
	141.7150.711.0399	Contracted Services / Other Contracted Services	411.32	
	141.7150.711.0429	Supplies & Materials / Instructional Supplies	7.60	
	141.7150.721.0429	Commodities / Instructional Supplies / Materials	69.75	
	141.7150.731.0429	Supplies & Materials / Instructional Supplies	452.19	
	141.7158.711.0429	Supplies & Materials / Instructional Supplies	307.11	
	141.7160.751.0429	Supplies & Materials / Instructional Supplies	187.86	
	141.7161.711.0433	Supplies & Materials / Audio Visual	238.99	
	141.7200.801.0435	Commodities / Office Supplies	123.66	
	141.7200.821.0410	Commodities / Custodial Supplies	43.81	
	141.7205.781.0599	Fixed Charges / Other Charges	125.00	
	141.7210.781.0595	Fixed Charges / Printing	114.00	
	141.7210.801.0435	Commodities / Office Supplies	337.18	
	141.7210.821.0410	Commodities / Custodial Supplies	171.76	
	141.7216.772.0413	Commodities / Drugs & Medical Supplies	22.75	
	141.7216.821.0410	Commodities / Custodial Supplies	870.20	
	141.7220.781.0432	Commodities / Library Books	30.90	
	141.7240.772.0413	Commodities / Drugs & Medical Supplies	169.59	
	141.7240.781.0599	Fixed Charges / Other Charges	502.48	
	141.7240.821.0410	Commodities / Custodial Supplies	61.77	
	141.7250.772.0355	Contractual Services / Travel	290.99	
	141.7250.781.0356	Contractual Services / Travel In-City	108.68	
	141.7250.792.0307	Contractual Services / Communications	13,073.41	
	141.7250.821.0359	Contracted Services / Disposal Fees	300.00	
	141.7250.821.0434	Commodities / Natural Gas	179.76	
	141.7250.822.0499	Commodities / Other Supplies / Materials	359.54	
	141.7254.781.0355	Contractual Services / Travel - Out	23.54	
	141.7261.781.0499	Commodities / Other Supplies / Materials	635.84	
	141.7261.781.0599	Fixed Charges / Other Charges	9,973.20	
	141.7340.861.0599	Fixed Charges / Other Charges	151.07	
	141.7340.861.0790	Capital Outlay / Other Capital Outlay	90.98	
	141.7341.861.0355	Contractual Services / Travel	96.64	
	141.7350.861.0599	Fixed Charges / Other Charges	673.51	
	141.7620.871.0790	Capital Outlay / Other Equipment	2,843.68	
	141.7640.871.0790	Capital Outlay / Other Equipment	83.77	
	141.7661.871.0790	Capital Outlay / Other Tech Equipment	269.99	
	141.0000.202.0000	Payables / Accounts Payable		39,350.42

To accrue FY2008 education accounts payable groups to the fourteenth accounting period. These payables were inadvertently excluded from posting in the thirteenth period.

City of Kingsport
Schedule of Passed Adjustments – All Funds (Continued)
June 30, 2008

<u>Entry #</u>	<u>Account #</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
<u>School Nutrition Services Fund</u>				
AJE 78	147.7355.851.0425	Commodities / Usage - Purchased Foods	2,285.82	
	147.0000.141.0555	Food / Warehouse		2,285.82

To record disposition of obsolete inventory.